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BEFORE THE ARIZONA CORPORATION COMMISSION

GARY PIERCE
CHAIRMAN

BOB STUMP
COMMISSIONER

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COMMISSIONER

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COMMISSIONER

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COMMISSIONER

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ARIZONA CORPORATION COMMISSION
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Arizona Corporation Commission
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IN THE MATTER OF THE
APPLICATION OF NEXUS
COMMUNICATIONS, INC. FOR
DESIGNATION AS A WIRELESS
ELIGIBLE TELECOMMUNICATIONS
CARRIER IN THE STATE OF ARIZONA

Docket No. T-20871A-12-0508

**VERIFIED APPLICATION OF NEXUS COMMUNICATIONS, INC. FOR
DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER IN
THE STATE OF ARIZONA (LIFELINE ONLY)**

Nexus Communications, Inc. ("Nexus" or the "Company"), by its counsel, respectfully submits this Verified Application for Designation as an Eligible Telecommunications Carrier ("ETC") pursuant to Section 214(e)(i) of the Telecommunications Act of 1996 (the "Act"), 47 U.S.C §214(e) and Section 54.201 *et seq.* of the Rules of the Federal Communications Commission ("FCC"). Nexus requests that the Arizona Corporation Commission ("Commission") grant it designation as a wireless ETC in Arizona for the sole purpose of receiving federal Universal Service Fund ("USF") Lifeline support. As explained herein, Nexus meets the statutory and regulatory requirements for designation as an ETC and is able and prepared to offer Lifeline-supported services throughout the requested service area in the State of Arizona. Nexus requests ETC designation in all zip codes where its underlying carrier, Verizon

1 Wireless, provides coverage, excluding any Federally Recognized Tribal Lands, listed in **Exhibit**
2 **"A"** hereto ("Service Area"). Nexus understands that its requested Service Area overlaps with
3 several rural carriers in Arizona, but maintains that the public interest factors described below
4 justify its designation in these carriers' service areas, especially because it seeks ETC designation
5 solely to utilize USF funding to provide Lifeline service to qualified low-income consumers.
6 Further, Nexus does not request that the Commission modify, or seek in any way to affect, the
7 definition of rural telephone company study areas in Arizona.

8 Nexus respectfully requests that the Commission grant this Application so that Nexus may
9 provide wireless Lifeline service to qualified low-income households as soon as possible.

10 **I. GENERAL INFORMATION**

11 Nexus Communications, Inc. is an Ohio corporation with its principal place of business at
12 3629 Cleveland Avenue, Suite C, Columbus, Ohio 43224. Nexus provides Commercial Mobile
13 Radio Service ("CMRS") through the resale of service of other wireless carriers. The Company is
14 registered with the Arizona Secretary of State as a foreign limited liability company operating in
15 Arizona and a letter of good standing is attached hereto as **Exhibit "B"**. Nexus' Articles of
16 Incorporation are attached hereto as **Exhibit "C"**.

17 Correspondence or communications pertaining to this Application should be directed to
18 Nexus' attorneys of record:

19 Michael Hallam
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25 and
26 James W. Tomlinson
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jimtominson@dwt.com
melissaslawson@dwt.com

1 Questions concerning the ongoing operations of Nexus following ETC designation should
2 be directed to the above referenced counsel and to:

3 Steven Fenker, President
4 Nexus Communication, Inc.
5 3629 Cleveland Avenue - Suite C
6 Columbus, OH 43224
Telephone: (740) 549-1092
steve@tsihomephone.com

7 II. BACKGROUND

8 Section 254 of the Act provides for universal service. Universal service is a principal
9 component of federal telecommunications policy, and the FCC has adopted a number of cost
10 recovery policies and mechanisms designed to ensure access to basic telecommunications services
11 at affordable prices for all Americans.

12 The USF was created, in part, to provide support to qualifying low-income
13 communications end-users such as those served by Nexus. Mechanisms were also established in
14 an effort to moderate the amount of costs to be recovered through basic, recurring charges to low-
15 income users, thereby assisting efforts to maintain reasonable basic rate levels. Only a common
16 carrier receiving designation as an ETC under 47 U.S.C. § 214 is eligible to receive subsidies
17 from the federal USF. Wireless carriers are common carriers under federal law.¹

18 Nexus will operate as a common carrier and reseller of wireless mobile phone services to
19 consumers in the State of Arizona and will offer all of the services and functionalities detailed in
20 Section 54.101(a) of the FCC Rules, 47 C.F.R. §54.101(a). As a reseller of wireless services,
21 Nexus will purchase wireless network infrastructure and wireless transmission facilities from
22 Verizon Wireless on a wholesale basis and resell these services to its subscribers. The provision
23 of services through resale of other carrier's services will ensure that Nexus can provide services to
24 subscribers throughout the Service Area.²

25 ¹ See 47 U.S.C. §332(c)(1).

26 ² 47 C.F.R. §54.101(a).

1 Designation of Nexus as an ETC on a wireless basis is in the public interest of the State of
2 Arizona and its low-income telecommunications end-users. Nexus will provide affordable
3 prepaid mobile phone service, including calling and text messaging, along with user-friendly
4 handsets and high quality subscriber service. Nexus' products and plans will be geared toward
5 serving lower income communities, and its service models and pricing plans will reflect this
6 mission.

7 **III. NEXUS' PROPOSED ETC OPERATIONS AND QUALIFICATIONS**

8 **1. Authority for Designation of ETCs**

9 Section 214(e)(2) of the Act provides that, upon request and consistent with the public
10 interest, convenience and necessity, the Commission may designate more than one common
11 carrier as an ETC in areas served by a rural telephone company and shall do so with respect to all
12 other areas, provided that the requesting carrier (i) offers services that are supported by federal
13 universal service support mechanisms; and (ii) advertises the availability of such services.³
14 Commission rules, as well as those of the FCC, impose additional requirements on a carrier
15 requesting ETC designation. As demonstrated below, Nexus satisfies each requirement.

16 **2. Nexus Will Operate as a Common Carrier**

17 As explained above, Nexus will operate as a common carrier as defined in 47 U.S.C.
18 §153(10) and thus is eligible for designation as an ETC. The FCC has repeatedly held that
19 providers of wireless services are to be treated as common carriers for regulatory purposes.
20 Moreover, §332(c)(1)(A) of the Act states that CMRS providers will be regulated as common
21 carriers.⁴

22 **3. Nexus Will Provide the Services Designated for Support**

23 The FCC has identified the following as supported services, which are to be offered by an
24 ETC and will be supported by the federal USF program:

25 ³ 47 U.S.C. §214(e)(2). *See also* 47 C.F.R. 4 54.201(d).

26 ⁴ *See* 47 U.S.C. §332(c)(1)(A).

- voice grade access to the public switched network
- local usage
- access to emergency services
- toll limitation for qualifying low-income consumers⁵

Upon receiving the requested designation as an ETC, Nexus will provide each of these required services, as described in more detail below, throughout its Service Area.⁶

The Company will provide service via resale of underlying carrier services provided by Verizon Wireless. Section 214(e)(1)(A) of the Act provides that an ETC must provide services “using its own facilities or a combination of its own facilities and resale of another carrier’s services.”⁷ Pursuant to the FCC’s recent decision reforming the Lifeline program, however, resellers are granted blanket forbearance from this facilities requirement, subject to conditions, in connection with limited ETC designation to participate in the Lifeline program.⁸ The FCC conditioned blanket forbearance on the petitioner’s compliance with certain ETC obligations including: providing 911 and E911 service regardless of activation status and prepaid minutes available; providing E911-compliant handsets and replacing non-compliant handsets, at no charge to the consumer, for Lifeline subscribers upon the effective date of the *Lifeline Reform Order*.⁹

In addition, petitioners are required to file and have approved, a Compliance Plan that includes specific information about the petitioner’s service offerings and that outlines the measures that the petitioner will take to implement the obligations established in the *Lifeline*

⁵ 47 C.F.R. §54.101(a).

⁶ Nexus’ Lifeline Service offerings will be provided pursuant to the Company’s established rates, as provided in this Application, and its terms and conditions of service, which Nexus will provide to the Commission prior to initiating operations. Nexus will offer Lifeline subscribers attractive voice telephony service plans. The Company’s Lifeline subscribers will be eligible to receive the same service plans that Nexus generally will make available to the public.

⁷ 47 U.S.C. §214(e)(1)(A).

⁸ See *Lifeline and Link Up Reform and Modernization* WC Docket No. 11-42, *et al.*, Report And Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd. 6656 (FCC, rel. Feb. 6, 2012) (“*Lifeline Reform Order*”).

⁹ *Id.*, at p 373.

1 *Reform Order*, as well as other measures to prevent waste, fraud and abuse that the FCC may
2 deem necessary. On April 24, 2012, Nexus submitted to the FCC a Compliance Plan that meets
3 the requirements of the *Lifeline Reform Order*.¹⁰ Nexus' Compliance Plan was approved on
4 December 26, 2012. Nexus is therefore not required to meet the federal "own facilities"
5 requirement of Section 214(e)(1)(A). Consequently, the Company's proposal to operate as an
6 ETC in Arizona using resold services is entirely compliant with FCC requirements. Nexus'
7 Approved Third Amended Compliance Plan and the Public Notice evincing its approval are
8 attached hereto as **Exhibit "D"**.

9 Pursuant to its ETC designation, Nexus will provide supported services as follows:

10 a. Voice Grade Access

11 Voice grade access to the public switched network is the ability to transmit and receive
12 voice communications with a minimum bandwidth of 300 to 3,000 Hertz. Nexus meets this
13 requirement through its provision of mobile voice communications service that includes the
14 ability to intercommunicate with the public switched telephone network.

15 b. Local Usage

16 Local usage refers to an amount of minutes of use provided free of any additional charges
17 to the end user, which can include plans with varying amounts of local usage. Nexus meets this
18 requirement by providing calling plans that offer nationwide local calling area, permitting
19 subscribers to call anywhere in the United States with no toll charges. Each of these plans will
20 include nationwide domestic long-distance at no extra per minute charge, as well as caller ID,
21 voice mail, and call waiting. Further, emergency (911) calls will all be free, regardless of service
22 activation or availability of minutes, and will not count against the subscriber's airtime.

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26 ¹⁰ Nexus submitted its Compliance Plan to the FCC on April 24, 2012, and filed amended plans on August 3, August 22 and December 4 in response to FCC staff feedback.

1 Nexus intends to offer three basic Lifeline service packages throughout its Service Area in
2 Arizona. Each plan offers a set number of minutes of local service free of charge to its
3 subscribers:

- 4 • 250 Minute Plan (non-rollover): Minutes are “anytime” minutes and can be used
5 for domestic calls, including local or intrastate/interstate long distance calls.
6 Unused minutes or domestic SMS text messages do not carry over to the following
7 month. SMS text messaging is available at a rate of one text per minute of airtime.
- 8 • 125 Minute Plan (rollover): Minutes are “anytime” minutes and can be used for
9 domestic calls, including local or intrastate/interstate long distance calls. Unused
10 minutes or domestic SMS text messages carry over to the following month. SMS
11 text messaging is available at a rate of one text per minute of airtime.
- 12 • 68 Minute Plan (rollover): Minutes are “anytime” minutes and can be used for
13 domestic calls, including local or intrastate/interstate long distance calls. Unused
14 minutes or domestic SMS text messages carry over to the following month.
15 Domestic SMS text messaging is available at a rate of two text messages per each
16 minute of airtime.

17 Each of these Nexus plans will include nationwide domestic long-distance calling
18 at no extra per minute charge, as well as a basic menu of features including Caller ID, Voice Mail,
19 Call Waiting and Three-Way Calling. 911 calls will be free, regardless of service activation or
20 availability of minutes, and these calls will not count against a subscriber’s airtime. Directory
21 assistance calls (411) also will be free; however, they will count as airtime minutes of usage.
22 Lifeline subscribers may purchase additional minutes on a prepaid basis in denominations of
23 \$3.00 (20 minutes), \$5.00 (40 minutes), \$10.00 (120 minutes), \$20.00 (300 minutes), \$30.00 (500
24 minutes) and \$50.00 (950 minutes). Nexus also offers an unlimited talk and text additional
25 airtime card. This card provides unlimited local and domestic long distance calling, and unlimited
26 text messaging for thirty (30) calendar days. The cost to Lifeline subscribers is \$26.50. In

1 addition to free voice services, subscribers will be entitled to receive a free wireless handset. For
2 these reasons, Nexus' usage plan is different from but comparable to one offered by the ILEC in
3 the same designated Service Area.

4 c. Access to emergency services

5 ETCs are required to provide access to both 911 and E911 services to the extent the local
6 government has implemented such services. Nexus meets this requirement by providing access to
7 911 service and meeting all requests for access to E911 service through local public safety
8 answering points ("PSAPs"), including forwarding automatic numbering information ("ANI") and
9 automatic location information ("ALI") to PSAPs as appropriate. Further, Nexus will comply
10 with C.R.S. §29-11-102.5 by collecting and remitting the E911 surcharge for its Lifeline
11 subscribers. For subscribers choosing the free Lifeline service offering, Nexus will compute and
12 remit the E911 surcharge based on an imputed subscriber payment equal to the Lifeline discount.

13 d. Toll limitation for qualifying low-income consumers

14 Nexus will meet this requirement by offering service on a prepaid, or pay-as-you-go, basis.
15 Moreover, Nexus' calling plans do not distinguish between local or toll services for domestic calls
16 (i.e., nationwide calling). As the FCC found in its grant of ETC designation to Virgin Mobile,
17 "the prepaid nature of [a prepaid wireless carrier's] service offering works as an effective toll
18 control."¹¹ Nexus will provide this toll control to qualifying Lifeline consumers at no additional
19 charge. Nexus also provides its users with the ability to monitor their minute usage and balance
20 as an additional means of controlling their communications budget.

21 **4. Nexus Will Advertise the Availability of its Universal Service Offerings**

22 Nexus will broadly advertise the availability and rates for the services described above and
23 will comply with the FCC's revised rules regarding information to be included in advertisements.
24 Nexus intends to advertise its Lifeline services using media such as newspapers of general
25

26 ¹¹ *In Re Virgin Mobile USA, L.P. Petition for Forbearance from 47 U.S.C. §214(e)(1)(A); etc.*, Order, 24
FCC Rcd 3381, 3394 at ¶ 34 (FCC rel. Mar. 5, 2009).

1 circulation, and radio and television, as a means of reaching those consumers that are likely to
2 qualify for Lifeline services. Nexus will use these advertising media to advertise the availability
3 of its services to Lifeline consumers and will expand its advertising efforts if necessary to ensure
4 that Lifeline-eligible consumers are aware of the service offerings. Nexus will ensure that all of
5 its Lifeline advertising materials comply with the FCC's revised rule section 54.405(c). An
6 example of the type of advertising materials that Nexus intends to use in Arizona is attached to
7 this Application as **Exhibit "E"**.

8 **5. Compliance with Additional ETC Obligations**

9 a. Nexus has the ability to remain functional in emergency situations¹²

10 Nexus is committed to providing and maintaining essential telecommunications services in
11 times of emergency. Nexus, through the use of its owned or leased facilities and its carrier
12 vendor, commits to maintaining a reasonable amount of back-up power to ensure its service is
13 able to function in emergency situations, rerouting traffic around damaged facilities, and
14 managing traffic spikes resulting from emergency situations.

15 b. Nexus will satisfy applicable consumer protection and service quality standards.¹³

16 The FCC has stated that a wireless applicant's commitment to comply with the Cellular
17 Telecommunications and Internet Association's ("CTIA") Consumer Code will satisfy this
18 consumer protection and service quality requirement. Nexus fully complies with applicable
19 consumer protection requirements and voluntarily complies with the CTIA Consumer Code in all
20 states in which it provides wireless services. The Company will make every effort to resolve
21 complaints received by the Commission and will designate a specific contact person to work with
22 Commission staff to resolve any complaints or other compliance issues.

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25 ¹² See, e.g., 47 C.F.R. §54.202(a)(2).

26 ¹³ Id. at (a)(3).

1 c. Nexus is financially and technically capable of providing Lifeline services in
2 compliance with the FCC's rules¹⁴

3 Nexus has been in business since 2000. Nexus became a competitive local exchange
4 carrier in 2001 and received its first ETC designation in June 2006. Nexus now focuses on
5 providing service to low-income consumers. Nexus initially began providing its services over
6 wireline technology, and has responded to strong subscriber demand by offering wireless
7 technology as well. Nexus was one of the first telecommunications providers to recognize the
8 low-income market segment as a business opportunity rather than a regulatory burden. Its success
9 in the market is based on its willingness to tailor its services to the specific needs of low-income
10 consumers, including the budget management tools and mobility that prepaid wireless services
11 provide.

12 Nexus has been designated as an ETC in a total of 26 states. It provides wireline service
13 as an ETC in 13 states, and wireless service as an ETC in 18 states. Nexus is successfully
14 providing Lifeline supported services in these states and has a steadily increasing subscriber base.
15 Nexus' management has many years of experience in the telecommunications industry. Nexus'
16 President Steven Fenker has held management positions in the telecommunications industry for
17 28 years. Also part of Nexus' senior management team is Mark Deek, who has 15 years of
18 experience in the telecommunications industry, with particular expertise in intercarrier relations,
19 and subscriber care and billing database management.

20 In order to provide wireless Lifeline services, Nexus purchases wireless minutes from a
21 national carrier that is widely-recognized for the quality and reliability of its wireless network.
22 Nexus supplements this robust wireless network with its own network facilities, back-office and
23 operations support systems, which Nexus operates and are ideally suited to serve lower revenue
24 subscribers. Nexus has made a significant financial investment to evaluate, design, develop and
25 integrate these systems. With respect to this network investment, Nexus owns and operates its

26 ¹⁴ *Id.* at (a)(4).

1 own switching and other facilities located in the state of Ohio, which are housed in a Tier IV co-
2 location facility.

3 Nexus also has good relationships with the Commissions in the states in which it operates.
4 Moreover, Nexus is financially stable and fully capable of honoring its service obligations to
5 subscribers and federal and state regulatory obligations. Although Nexus currently derives the
6 majority of its revenue from the sale of prepaid wireless services, Nexus does not rely exclusively
7 on disbursements from the Lifeline program to operate. For example, Nexus derives additional
8 revenue from the sale of wireline and wireless services to non-Lifeline subscribers, and the sale of
9 optional replenishment airtime and text minutes.

10 d. Certification and Verification Issues

11 As described in Nexus' attached approved Compliance Plan, Nexus has detailed and
12 comprehensive procedures in place to address subscriber certification and verification
13 requirements as well as those requirements addressing de-enrollment and duplication of service.
14 These procedures comply with the FCC's recently- revised rules.¹⁵ Nexus also will comply with
15 the FCC's annual certification requirement, as well as the FCC's measures to prevent waste, fraud
16 and abuse of Lifeline services.

17 e. Other ETC Compliance Obligations

18 Nexus will not collect service deposits for its prepaid Lifeline plans and will not charge a
19 number-portability fee, including for Lifeline accounts.¹⁶ Nexus will timely pay all applicable
20 federal, state, and local regulatory fees, including universal service and E911 fees. Moreover,
21 Nexus will comply with all requirements for wireless ETCs contained in Arizona law and
22 Commission Rules and Decisions, including Commission Decision No. 67941, consistent with the
23 FCC's revised rules.

24
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¹⁵ See 47 CFR §54.416.

26 ¹⁶ See 47 C.F.R. §54.401(c), (e).

1 **6. The Public Interest Will Be Served by Grant of This Application**

2 Among the principal goals of the Act are “to secure lower prices and higher quality
3 services for American telecommunications consumers and encourage the rapid deployment of new
4 telecommunications technologies” to all citizens, regardless of geographic location or income.¹⁷
5 Nexus submits that: a) designating Nexus as an ETC will increase consumer choices; b) there are
6 a number of advantages to its service offering that outweigh any disadvantages; and c) there will
7 be negligible impact on the USF.

8 a. Designating Nexus as an ETC will increase consumer choices

9 For many years, Nexus’ mission has been increasing access to basic telecommunications
10 services for Lifeline individuals that have been largely left behind by other carriers as evidenced
11 by the historically low penetration rate among Lifeline consumers. Nexus’ subscribers are the
12 many people who simply require affordable wireless service but cannot readily obtain it from
13 other carriers who do not provide the discounted plans available to a certified ETC. With this
14 application, Nexus seeks to make it easier for qualified low income Americans to access basic
15 telephone services, along with other features and functions, including text messaging. The
16 primary purpose of universal service is to ensure that consumers, especially low income
17 consumers, receive affordable telecommunications services that are comparable to those enjoyed
18 by the rest of the nation. Research has shown that these services are a vital economic resource for
19 Lifeline consumers, access to which leads to improved wage levels and personal safety.¹⁸ Given
20 this context, designating Nexus as an ETC would benefit consumers, especially those eligible for
21 Lifeline services.

22 Designation of Nexus as an ETC will promote competition. Nexus will bring the same
23 entrepreneurial spirit that has reinvigorated the wireless industry in many states to Arizona, which

24 _____
25 ¹⁷ Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996).

26 ¹⁸ See Sullivan, N.P., *Cell Phones Provide Significant Economic Gains for Low Income American Households: A Review of Literature and Data from Two New Surveys*, April 2008, available at: http://www.newmillenniumresearch.org/archive/Sullivan_Report_032608.pdf (last visited Dec. 28, 2012).

1 would help to redefine the wireless experience for many Lifeline consumers. In turn, consumers
2 will have more options for Lifeline carriers and other carriers will have the incentive to improve
3 their own service offerings and tailor their service plans to contain terms and features appealing to
4 lower-income consumers.

5 b. The advantage of Nexus' service offering

6 Nexus has tailored its wireless service plans to provide the numerous benefits of mobile
7 wireless telecommunications to underserved consumers who have been left behind by other
8 providers. Nexus offers voice service at affordable rates to economically disadvantaged
9 consumers who desire affordable wireless services and plays a critical role in the marketplace by
10 ensuring that Americans who cannot qualify for or afford other carriers' services can still enjoy
11 the benefits of wireless telecommunications.

12 Nexus has emphasized subscriber service as a pillar of its business since it launched its
13 first carrier services in 2000. As evidence of its commitment to high-quality service, Nexus has
14 complied with the CTIA Code since it began offering wireless services and will continue to
15 comply with the CTIA Code once designated as an ETC.

16 While Nexus has had success deploying wireless services to many Lifeline consumers,
17 some Lifeline subscribers still intermittently discontinue service because of economic constraints.
18 ETC designation in Arizona would enable Nexus to offer even more appealing and affordable
19 service offerings to these subscribers and ensure that they are able to afford wireless services on a
20 consistent and uninterrupted basis. Without question, wireless services have become essential for
21 lower-income citizens, providing them with value for their money, access to emergency services
22 on wireless devices, and reliable means of contact for prospective employers, social service
23 agencies, or dependents.

24 As discussed above, Nexus will offer three plans to its lifeline subscribers; a 250 Minute
25 Plan, a 125 Minute Plan, and a 68 Minute Plan. Each of these Nexus plans will include
26 nationwide domestic long-distance calling at no extra per minute charge, as well as a basic menu

1 of features, including Caller ID, Voice Mail, Call Waiting and Three-Way Calling. 911 calls will
2 be free, regardless of service activation or availability of minutes, and these calls will not count
3 against a subscriber's airtime.

4 Nexus' rate plans are equivalent or superior to the rate plans offered by other wireless
5 ETCs designated by the Commission to offer federal Lifeline service. As Nexus offers plans with
6 no contracts, minimum service periods, or early termination fees, this service will be an affordable
7 alternative to qualified low-income Arizonans and will allow them to access the benefits of
8 wireless service. The ability to subscribe to wireless service at these low federal Lifeline rates
9 will allow consumers the choice between wireless and wireline Lifeline service based on what fits
10 their needs, and not what they can afford.

11 c. The Impact on the Universal Service Fund

12 Nexus' limited request for designation as an ETC solely for federal Lifeline purposes
13 would not unduly burden the USF or otherwise reduce the amount of funding available to other
14 ETCs. With Lifeline, ETCs only receive universal service support for subscribers they obtain. If
15 Nexus acquires Lifeline subscribers currently served by other ETCs, Nexus will gain the Lifeline
16 support for those subscribers. However, when a competitive ETC ("CETC") loses subscribers,
17 the CETC loses the corresponding amount of USF support previously associated with that
18 subscriber. Therefore Nexus will only increase the amount of universal service funding it receives
19 by obtaining Lifeline subscribers that are not currently participating via another CETC.

20 **7. Proposed Service Area**

21 Sections 214(e)(2) and 214(e)(5) of the Act provide that ETC designations shall be made
22 for a "service area," defined as a geographic area established by the state commission. The
23 Company seeks certification to operate as an ETC in the geographic service areas where its
24 underlying carrier, Verizon Wireless, provides coverage, with the exception of Federally-
25 Recognized Tribal Lands located within the State of Arizona.¹⁹

26 ¹⁹ Consistent with FCC holdings, there is no need for a "creamskimming" analysis in connection
with Nexus' Application because the Company is seeking ETC designation only for purposes of

1 IV. CONCLUSION

2 For the foregoing reasons, Nexus respectfully requests that the Commission expeditiously
3 issue an order designating Nexus as an ETC in Arizona throughout the Service Area specified
4 above for the purpose of receiving federal support and reimbursement for provision of low-
5 income communications services on a wireless basis to qualified low-income consumers.

6 RESPECTFULLY SUBMITTED this 31st day of December, 2012.

7 LEWIS AND ROCA, LLP

8
9 By Matt Dingham for
10 Michael T. Hallam
11 40 N. Central Avenue
12 Phoenix, Arizona 85004
13 Attorneys for Verizon Wireless

14 and

15 James W. Tomlinson
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22 melissaslawson@dwt.com

23 Attorneys for Nexus Communications, Inc.

24 ORIGINAL and thirteen (13)
25 copies of the foregoing filed this
26 31st day of December, 2012, with:

21 Arizona Corporation Commission
22 Docket Control – Utilities Division
23 1200 W. Washington Street
24 Phoenix, Arizona 85007

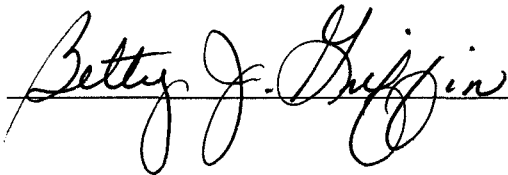
25 receiving federal low-income support. *See, e.g., Virgin Mobile USA, L.P.*, Order, 24 FCC Reo 3381,
26 39 n. 101 (2009).

1 COPY of the foregoing hand-delivered
2 this 31st day of December, 2012, to:

3 Lyn Farmer, Esq.
4 Chief Administrative Law Judge
5 Hearing Division
6 Arizona Corporation Commission
7 1200 W. Washington Street
8 Phoenix, Arizona 85007

9 Janice Alward
10 Maureen Scott
11 Legal Division
12 Arizona Corporation Commission
13 1200 W. Washington Street
14 Phoenix, Arizona 85007

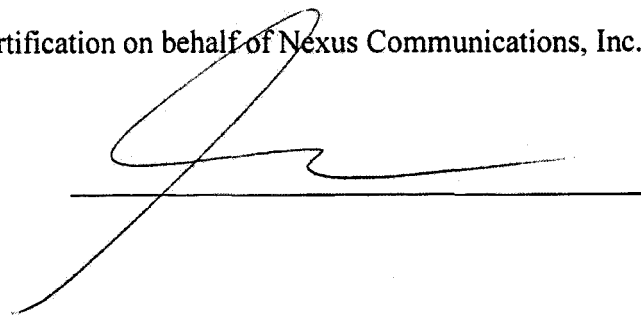
15 Mr. Steven M. Olea, Director
16 Utilities Division
17 Arizona Corporation Commission
18 1200 W. Washington Street
19 Phoenix, Arizona 85007

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CERTIFICATION

I, Steven Fenker, President of Nexus Communications, Inc., submit this certification in support of Nexus Communications, Inc.'s application for designation as an Eligible Telecommunications Carrier pursuant to Section 214(e)(2) of the Communications Act of 1934. I confirm that I have personal knowledge of the facts contained herein, and to the best of my knowledge and belief, the information contained herein is true and correct.

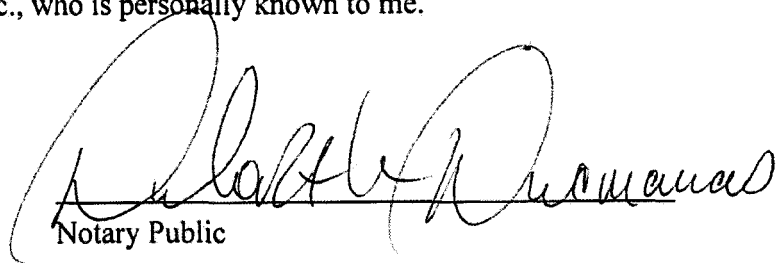
I am authorized to make this certification on behalf of Nexus Communications, Inc.



STATE OF Ohio

COUNTY OF Franklin

Acknowledged before me this 31 day of December, 2012, by Steven Fenker, as President of Nexus Communications, Inc., who is personally known to me.


Notary Public

Commission expires March 10, 2014

EXHIBIT A

Proposed Service Area of Nexus Communications, Inc

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85001	Phoenix	AZ	PHOENIX, AZ 602	
85002	Phoenix	AZ	PHOENIX, AZ 602	
85003	Phoenix	AZ	PHOENIX, AZ 602	
85004	Phoenix	AZ	PHOENIX, AZ 602	
85005	Phoenix	AZ	PHOENIX, AZ 602	
85006	Phoenix	AZ	PHOENIX, AZ 602	
85007	Phoenix	AZ	PHOENIX, AZ 602	
85008	Phoenix	AZ	PHOENIX, AZ 602	
85009	Phoenix	AZ	PHOENIX, AZ 602	
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85013	Phoenix	AZ	PHOENIX, AZ 602	
85014	Phoenix	AZ	PHOENIX, AZ 602	
85015	Phoenix	AZ	PHOENIX, AZ 602	
85016	Phoenix	AZ	PHOENIX, AZ 602	
85017	Phoenix	AZ	PHOENIX, AZ 602	
85018	Phoenix	AZ	PHOENIX, AZ 602	
85019	Phoenix	AZ	PHOENIX, AZ 602	
85020	Phoenix	AZ	PHOENIX, AZ 602	
85021	Phoenix	AZ	PHOENIX, AZ 602	
85022	Phoenix	AZ	PHOENIX, AZ 602	
85023	Phoenix	AZ	PHOENIX, AZ 602	
85024	Phoenix	AZ	PHOENIX, AZ 602	
85025	Phoenix	AZ	PHOENIX, AZ 602	
85026	Phoenix	AZ	PHOENIX, AZ 602	
85027	Phoenix	AZ	PHOENIX, AZ 602	
85028	Phoenix	AZ	PHOENIX, AZ 602	
85029	Phoenix	AZ	PHOENIX, AZ 602	
85030	Phoenix	AZ	PHOENIX, AZ 602	
85031	Phoenix	AZ	PHOENIX, AZ 602	
85032	Phoenix	AZ	PHOENIX, AZ 602	
85033	Phoenix	AZ	PHOENIX, AZ 602	
85034	Phoenix	AZ	PHOENIX, AZ 602	
85035	Phoenix	AZ	PHOENIX, AZ 602	
85036	Phoenix	AZ	PHOENIX, AZ 602	
85037	Phoenix	AZ	PHOENIX, AZ 602	
85001	Phoenix	AZ	PHOENIX, AZ 602	
85002	Phoenix	AZ	PHOENIX, AZ 602	
85003	Phoenix	AZ	PHOENIX, AZ 602	
85004	Phoenix	AZ	PHOENIX, AZ 602	
85005	Phoenix	AZ	PHOENIX, AZ 602	
85006	Phoenix	AZ	PHOENIX, AZ 602	
85007	Phoenix	AZ	PHOENIX, AZ 602	
85008	Phoenix	AZ	PHOENIX, AZ 602	
85009	Phoenix	AZ	PHOENIX, AZ 602	
85010	Phoenix	AZ	PHOENIX, AZ 602	
85011	Phoenix	AZ	PHOENIX, AZ 602	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85012	Phoenix	AZ	PHOENIX, AZ 602	
85038	Phoenix	AZ	PHOENIX, AZ 602	
85040	Phoenix	AZ	PHOENIX, AZ 602	
85041	Phoenix	AZ	PHOENIX, AZ 602	
85042	Phoenix	AZ	PHOENIX, AZ 602	
85043	Phoenix	AZ	PHOENIX, AZ 602	
85044	Phoenix	AZ	PHOENIX, AZ 602	
85045	Phoenix	AZ	PHOENIX, AZ 602	
85046	Phoenix	AZ	PHOENIX, AZ 602	
85048	Phoenix	AZ	PHOENIX, AZ 602	
85050	Phoenix	AZ	PHOENIX, AZ 602	
85051	Phoenix	AZ	PHOENIX, AZ 602	
85053	Phoenix	AZ	PHOENIX, AZ 602	
85054	Phoenix	AZ	PHOENIX, AZ 602	
85055	Phoenix	AZ	PHOENIX, AZ 602	
85060	Phoenix	AZ	PHOENIX, AZ 602	
85061	Phoenix	AZ	PHOENIX, AZ 602	
85062	Phoenix	AZ	PHOENIX, AZ 602	
85063	Phoenix	AZ	PHOENIX, AZ 602	
85064	Phoenix	AZ	PHOENIX, AZ 602	
85065	Phoenix	AZ	PHOENIX, AZ 602	
85066	Phoenix	AZ	PHOENIX, AZ 602	
85067	Phoenix	AZ	PHOENIX, AZ 602	
85068	Phoenix	AZ	PHOENIX, AZ 602	
85069	Phoenix	AZ	PHOENIX, AZ 602	
85070	Phoenix	AZ	CASA GRANDE, AZ 520	
85071	Phoenix	AZ	PHOENIX, AZ 602	
85072	Phoenix	AZ	PHOENIX, AZ 602	
85074	Phoenix	AZ	PHOENIX, AZ 602	
85075	Phoenix	AZ	PHOENIX, AZ 602	
85076	Phoenix	AZ	PHOENIX, AZ 602	
85078	Phoenix	AZ	PHOENIX, AZ 602	
85079	Phoenix	AZ	PHOENIX, AZ 602	
85080	Phoenix	AZ	PHOENIX, AZ 602	
85082	Phoenix	AZ	PHOENIX, AZ 602	
85083	Phoenix	AZ	PHOENIX, AZ 602	
85085	Phoenix	AZ	PHOENIX, AZ 602	
85086	Phoenix	AZ	PHOENIX, AZ 602	
85087	New River	AZ	PHOENIX, AZ 602	
85096	Phoenix	AZ	PHOENIX, AZ 602	
85097	Phoenix	AZ	PHOENIX, AZ 602	
85098	Phoenix	AZ	PHOENIX, AZ 602	
85099	Phoenix	AZ	PHOENIX, AZ 602	
85117	Apache Junction	AZ	PHOENIX, AZ 602	
85118	Apache Junction	AZ	PHOENIX, AZ 602	
85119	Apache Junction	AZ	PHOENIX, AZ 602	
85120	Apache Junction	AZ	PHOENIX, AZ 602	
85121	Chandler	AZ	PHOENIX, AZ 602	Gila River Telecomm, Inc.
85122	Casa Grande	AZ	CASA GRANDE, AZ 520	
85123	Arizona City	AZ	CASA GRANDE, AZ 520	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85127	Queen Creek	AZ	PHOENIX, AZ 602	
85128	Coolidge	AZ	CASA GRANDE, AZ 520	Gila River Telecomm, Inc.
85130	Casa Grande	AZ	CASA GRANDE, AZ 520	
85131	Eloy	AZ	CASA GRANDE, AZ 520	
85132	Florence	AZ	CASA GRANDE, AZ 520	
85138	Maricopa	AZ	CASA GRANDE, AZ 520	
85139	Maricopa	AZ	CASA GRANDE, AZ 520	
85140	Queen Creek	AZ	PHOENIX, AZ 602	
85141	Eloy	AZ	CASA GRANDE, AZ 520	
85142	Queen Creek	AZ	PHOENIX, AZ 602	
85143	Queen Creek	AZ	PHOENIX, AZ 602	
85145	Red Rock	AZ	TUCSON, AZ 520	
85172	Stanfield	AZ	CASA GRANDE, AZ 520	
85178	Apache Junction	AZ	PHOENIX, AZ 602	
85190	Apache Junction	AZ	PHOENIX, AZ 602	
85191	Coolidge	AZ	CASA GRANDE, AZ 520	
85193	Casa Grande	AZ	CASA GRANDE, AZ 520	
85194	Casa Grande	AZ	CASA GRANDE, AZ 520	
85201	Mesa	AZ	PHOENIX, AZ 602	
85202	Mesa	AZ	PHOENIX, AZ 602	
85203	Mesa	AZ	PHOENIX, AZ 602	
85204	Mesa	AZ	PHOENIX, AZ 602	
85205	Mesa	AZ	PHOENIX, AZ 602	
85206	Mesa	AZ	PHOENIX, AZ 602	
85207	Mesa	AZ	PHOENIX, AZ 602	
85208	Mesa	AZ	PHOENIX, AZ 602	
85209	Mesa	AZ	PHOENIX, AZ 602	
85210	Mesa	AZ	PHOENIX, AZ 602	
85211	Mesa	AZ	PHOENIX, AZ 602	
85212	Mesa	AZ	PHOENIX, AZ 602	
85213	Mesa	AZ	PHOENIX, AZ 602	
85214	Mesa	AZ	PHOENIX, AZ 602	
85215	Mesa	AZ	PHOENIX, AZ 602	
85216	Mesa	AZ	PHOENIX, AZ 602	
85217	Apache Junction	AZ	PHOENIX, AZ 602	
85218	Apache Junction	AZ	PHOENIX, AZ 602	
85219	Apache Junction	AZ	PHOENIX, AZ 602	
85220	Apache Junction	AZ	PHOENIX, AZ 602	
85221	Casa Grande	AZ	CASA GRANDE, AZ 520	
85222	Casa Grande	AZ	CASA GRANDE, AZ 520	Tohono O'odham Utility,
85223	Eloy	AZ	CASA GRANDE, AZ 520	
85224	Chandler	AZ	PHOENIX, AZ 602	
85225	Chandler	AZ	PHOENIX, AZ 602	
85226	Chandler	AZ	CASA GRANDE, AZ 520	Gila River Telecomm, Inc.
85227	Queen Creek	AZ	PHOENIX, AZ 602	
85228	Coolidge	AZ	CASA GRANDE, AZ 520	
85230	Casa Grande	AZ	CASA GRANDE, AZ 520	Tohono O'odham Utility,
85231	Eloy	AZ	CASA GRANDE, AZ 520	
85232	Florence	AZ	CASA GRANDE, AZ 520	
85233	Gilbert	AZ	PHOENIX, AZ 602	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85234	Gilbert	AZ	PHOENIX, AZ 602	
85236	Higley	AZ	PHOENIX, AZ 602	
85238	Maricopa	AZ	CASA GRANDE, AZ 520	
85239	Maricopa	AZ	CASA GRANDE, AZ 520	
85240	Queen Creek	AZ	PHOENIX, AZ 602	
85241	Eloy	AZ	CASA GRANDE, AZ 520	
42542	Queen Creek	AZ	PHOENIX, AZ 602	
43243	Queen Creek	AZ	PHOENIX, AZ 602	
44244	Chandler	AZ	PHOENIX, AZ 602	
45245	Red Rock	AZ	TUCSON, AZ 520	
46246	Chandler	AZ	PHOENIX, AZ 602	
47247	Chandler	AZ	PHOENIX, AZ 602	
85248	Chandler	AZ	CASA GRANDE, AZ 520	Gila River Telecomm, Inc
85249	Chandler	AZ	PHOENIX, AZ 602	
85250	Scottsdale	AZ	PHOENIX, AZ 602	
85251	Scottsdale	AZ	PHOENIX, AZ 602	
85252	Scottsdale	AZ	PHOENIX, AZ 602	
85253	Paradise Valley	AZ	PHOENIX, AZ 602	
85254	Scottsdale	AZ	PHOENIX, AZ 602	
85255	Scottsdale	AZ	PHOENIX, AZ 602	
85257	Scottsdale	AZ	PHOENIX, AZ 602	
85258	Scottsdale	AZ	PHOENIX, AZ 602	
85259	Scottsdale	AZ	PHOENIX, AZ 602	
85260	Scottsdale	AZ	PHOENIX, AZ 602	
85261	Scottsdale	AZ	PHOENIX, AZ 602	
85263	Rio Verde	AZ	PHOENIX, AZ 602	
85266	Scottsdale	AZ	PHOENIX, AZ 602	
85267	Scottsdale	AZ	PHOENIX, AZ 602	
85268	Fountain Hills	AZ	PHOENIX, AZ 602	
85269	Fountain Hills	AZ	PHOENIX, AZ 602	
85271	Scottsdale	AZ	PHOENIX, AZ 602	
85272	Stanfield	AZ	PHOENIX, AZ 602	
85274	Mesa	AZ	PHOENIX, AZ 602	
85275	Mesa	AZ	PHOENIX, AZ 602	
85277	Mesa	AZ	PHOENIX, AZ 602	
85278	Apache Junction	AZ	PHOENIX, AZ 602	
85280	Tempe	AZ	PHOENIX, AZ 602	
85281	Tempe	AZ	PHOENIX, AZ 602	
85282	Tempe	AZ	PHOENIX, AZ 602	
85283	Tempe	AZ	PHOENIX, AZ 602	
85284	Tempe	AZ	PHOENIX, AZ 602	
85285	Tempe	AZ	PHOENIX, AZ 602	
85286	Chandler	AZ	PHOENIX, AZ 602	
85287	Tempe	AZ	PHOENIX, AZ 602	
85291	Coolidge	AZ	PHOENIX, AZ 602	
85293	Casa Grande	AZ	PHOENIX, AZ 602	
85294	Casa Grande	AZ	PHOENIX, AZ 602	
85295	Gilbert	AZ	PHOENIX, AZ 602	
85296	Gilbert	AZ	PHOENIX, AZ 602	
85297	Gilbert	AZ	PHOENIX, AZ 602	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85298	Gilbert	AZ	PHOENIX, AZ 602	
85299	Gilbert	AZ	PHOENIX, AZ 602	
85301	Glendale	AZ	PHOENIX, AZ 602	
85302	Glendale	AZ	PHOENIX, AZ 602	
85303	Glendale	AZ	PHOENIX, AZ 602	
85304	Glendale	AZ	PHOENIX, AZ 602	
85305	Glendale	AZ	PHOENIX, AZ 602	
85306	Glendale	AZ	PHOENIX, AZ 602	
85307	Glendale	AZ	PHOENIX, AZ 602	
85308	Glendale	AZ	PHOENIX, AZ 602	
85309	Luke AFB	AZ	PHOENIX, AZ 602	
85310	Glendale	AZ	PHOENIX, AZ 602	
85311	Glendale	AZ	PHOENIX, AZ 602	
85312	Glendale	AZ	PHOENIX, AZ 602	
85318	Glendale	AZ	PHOENIX, AZ 602	
85322	Arlington	AZ	PHOENIX, AZ 602	
85323	Avondale	AZ	CASA GRANDE, AZ 520	
85326	Buckeye	AZ	PHOENIX, AZ 602	
85327	Cave Creek	AZ	PHOENIX, AZ 602	
85328	Cibola	AZ	PHOENIX, AZ 602	
85329	Avondale	AZ	PHOENIX, AZ 602	
85331	Cave Creek	AZ	PHOENIX, AZ 602	
85333	Dateland	AZ	YUMA, AZ 520	
85334	Cibola	AZ	PHOENIX, AZ 602	
85335	El Mirage	AZ	PHOENIX, AZ 602	
85336	Somerton	AZ	YUMA, AZ 520	
85337	Gila Bend	AZ	YUMA, AZ 520	
85338	Goodyear	AZ	PHOENIX, AZ 602	
85339	Laveen	AZ	CASA GRANDE, AZ 520	Gila River Telecomm, Inc.
85340	Litchfield Park	AZ	PHOENIX, AZ 602	
85342	Morristown	AZ	PHOENIX, AZ 602	
85343	Palo Verde	AZ	PHOENIX, AZ 602	
85345	Peoria	AZ	PHOENIX, AZ 602	
85346	Parker	AZ	PHOENIX, AZ 602	
85349	Somerton	AZ	YUMA, AZ 520	
85350	Somerton	AZ	YUMA, AZ 520	
85351	Sun City	AZ	PHOENIX, AZ 602	
85352	Wellton	AZ	YUMA, AZ 520	
85353	Tolleson	AZ	PHOENIX, AZ 602	
85354	Tonopah	AZ	PHOENIX, AZ 602	
85355	Waddell	AZ	PHOENIX, AZ 602	
85358	Wickenburg	AZ	WICKENBURG, AZ 928	
85359	Parker	AZ	PHOENIX, AZ 602	
85360	Lake Havasu City	AZ	LAKE HAVASU CITY, NV 520	
85361	Wittmann	AZ	PHOENIX, AZ 602	
85363	Youngtown	AZ	PHOENIX, AZ 602	
85364	Yuma	AZ	YUMA, AZ 520	
85365	Yuma	AZ	YUMA, AZ 520	
85366	Yuma	AZ	YUMA, AZ 520	
85367	Yuma	AZ	YUMA, AZ 520	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85369	Yuma	AZ	YUMA, AZ 520	
85372	Sun City	AZ	PHOENIX, AZ 602	
85373	Sun City	AZ	CASA GRANDE, AZ 520	
85374	Surprise	AZ	PHOENIX, AZ 602	
85375	Sun City West	AZ		
85376	Sun City West	AZ	CASA GRANDE, AZ 520	
85377	Cave Creek	AZ	CASA GRANDE, AZ 520	
85378	Surprise	AZ	CASA GRANDE, AZ 520	
85379	Surprise	AZ	PHOENIX, AZ 602	
85380	Peoria	AZ	PHOENIX, AZ 602	
85381	Peoria	AZ	PHOENIX, AZ 602	
85382	Peoria	AZ	CASA GRANDE, AZ 520	
85383	Peoria	AZ	CASA GRANDE, AZ 520	
85385	Peoria	AZ	PHOENIX, AZ 602	
85387	Surprise	AZ	CASA GRANDE, AZ 520	
85388	Surprise	AZ	PHOENIX, AZ 602	
85392	Avondale	AZ	PHOENIX, AZ 602	
85395	Goodyear	AZ	PHOENIX, AZ 602	
85396	Buckeye	AZ	TUCSON, AZ 520	
85502	Globe	AZ	PHOENIX, AZ 602	
85532	Miami	AZ	PHOENIX, AZ 602	
85547	Payson	AZ	PHOENIX, AZ 602	
85553	Payson	AZ	PHOENIX, AZ 602	
85603	Bisbee	AZ	SIERRA VISTA, AZ 520	
85605	San Simon	AZ	WILLCOX, AZ 520	
85606	Cochise	AZ	BENSON, AZ 520	
85608	Douglas	AZ	SIERRA VISTA, AZ 520	
85609	Cochise	AZ	BENSON, AZ 520	
85613	Fort Huachuca	AZ	SIERRA VISTA, AZ 520	
85614	Green Valley	AZ	TUCSON, AZ 520	
85616	Huachuca City	AZ	SIERRA VISTA, AZ 520	
85617	MC Neal	AZ	SIERRA VISTA, AZ 520	
85618	Mammoth	AZ	TUCSON, AZ 520	
85619	Mount Lemmon	AZ	TUCSON, AZ 520	
85620	Bisbee	AZ	SIERRA VISTA, AZ 520	
85622	Green Valley	AZ	TUCSON, AZ 520	
85623	Oracle	AZ	TUCSON, AZ 520	
85626	Douglas	AZ	SIERRA VISTA, AZ 520	
85627	Benson	AZ	BENSON, AZ 529	
85628	Nogales	AZ	NOGALES, AZ 520	
85629	Sahuarita	AZ	TUCSON, AZ 520	
85630	Saint David	AZ	BENSON, AZ 520	
85631	San Manuel	AZ	TUCSON, AZ 520	
85632	San Simon	AZ	WILLCOX, AZ 520	
85635	Sierra Vista	AZ	SIERRA VISTA, AZ 520	
85636	Sierra Vista	AZ	SIERRA VISTA, AZ 520	
85640	Tumacacori	AZ	TUCSON, AZ 520	
85641	Vail	AZ	TUCSON, AZ 520	
85644	Willcox	AZ	WILLCOX, AZ 520	
85645	Amado	AZ	TUCSON, AZ 520	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85646	Tumacacori	AZ	TUCSON, AZ 520	
85648	Rio Rico	AZ	NOGALES, AZ 520	
85650	Sierra Vista	AZ	SIERRA VISTA, AZ 520	
85652	Tucson	AZ	TUCSON, AZ 520	
85653	Marana	AZ	TUCSON, AZ 520	
85654	Marana	AZ	TUCSON, AZ 520	
85655	Douglas	AZ	SIERRA VISTA, AZ 520	
85658	Marana	AZ	TUCSON, AZ 520	
85662	Nogales	AZ	NOGALES, AZ 520	
85670	Sierra Vista	AZ	SIERRA VISTA, AZ 520	
85701	Tucson	AZ	TUCSON, AZ 520	
85702	Tucson	AZ	TUCSON, AZ 520	
85703	Tucson	AZ	TUCSON, AZ 520	
85704	Tucson	AZ	TUCSON, AZ 520	
85705	Tucson	AZ	TUCSON, AZ 520	
85706	Tucson	AZ	TUCSON, AZ 520	
85707	Tucson	AZ	TUCSON, AZ 520	
85708	Tucson	AZ	TUCSON, AZ 520	
85709	Tucson	AZ	TUCSON, AZ 520	
85710	Tucson	AZ	TUCSON, AZ 520	
85711	Tucson	AZ	TUCSON, AZ 520	
85712	Tucson	AZ	TUCSON, AZ 520	
85713	Tucson	AZ	TUCSON, AZ 520	
85714	Tucson	AZ	TUCSON, AZ 520	
85715	Tucson	AZ	TUCSON, AZ 520	
85716	Tucson	AZ	TUCSON, AZ 520	
85717	Tucson	AZ	TUCSON, AZ 520	
85718	Tucson	AZ	TUCSON, AZ 520	
85719	Tucson	AZ	TUCSON, AZ 520	
85721	Tucson	AZ	TUCSON, AZ 520	
85722	Tucson	AZ	TUCSON, AZ 520	
85723	Tucson	AZ	TUCSON, AZ 520	
85724	Tucson	AZ	TUCSON, AZ 520	
85725	Tucson	AZ	TUCSON, AZ 520	
85726	Tucson	AZ	TUCSON, AZ 520	
85728	Tucson	AZ	TUCSON, AZ 520	
85730	Tucson	AZ	TUCSON, AZ 520	
85731	Tucson	AZ	TUCSON, AZ 520	
85732	Tucson	AZ	TUCSON, AZ 520	
85733	Tucson	AZ	TUCSON, AZ 520	
85734	Tucson	AZ	TUCSON, AZ 520	
85735	Tucson	AZ	TUCSON, AZ 520	
85737	Tucson	AZ	TUCSON, AZ 520	
85738	Tucson	AZ	TUCSON, AZ 520	
85739	Tucson	AZ	TUCSON, AZ 520	
85740	Tucson	AZ	TUCSON, AZ 520	
85741	Tucson	AZ	TUCSON, AZ 520	
85742	Tucson	AZ	TUCSON, AZ 520	
85743	Tucson	AZ	TUCSON, AZ 520	
85744	Tucson	AZ	TUCSON, AZ 520	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
85745	Tucson	AZ	TUCSON, AZ 520	
85746	Tucson	AZ	TUCSON, AZ 520	
85747	Tucson	AZ	TUCSON, AZ 520	
85748	Tucson	AZ	TUCSON, AZ 520	
85749	Tucson	AZ	TUCSON, AZ 520	
85750	Tucson	AZ	TUCSON, AZ 520	
85751	Tucson	AZ	TUCSON, AZ 520	
85752	Tucson	AZ	TUCSON, AZ 520	
85754	Tucson	AZ	TUCSON, AZ 520	
85755	Tucson	AZ	TUCSON, AZ 520	
85756	Tucson	AZ	TUCSON, AZ 520	
85757	Tucson	AZ	TUCSON, AZ 520	
85942	Holbrook	AZ	FLAGSTAFF, AZ 520	
86002	Flagstaff	AZ	FLAGSTAFF, AZ 520	
86003	Flagstaff	AZ	FLAGSTAFF, AZ 520	
86004	Flagstaff	AZ	FLAGSTAFF, AZ 520	
86011	Flagstaff	AZ	FLAGSTAFF, AZ 520	
86015	Flagstaff	AZ	FLAGSTAFF, AZ 520	
86017	Flagstaff	AZ	FLAGSTAFF, AZ 520	
86018	Williams	AZ	FLAGSTAFF, AZ 520	
86023	Williams	AZ	FLAGSTAFF, AZ 520	
86025	Holbrook	AZ	FLAGSTAFF, AZ 520	
86028	Holbrook	AZ	FLAGSTAFF, AZ 520	
86029	Holbrook	AZ	FLAGSTAFF, AZ 520	
86032	Winslow	AZ	FLAGSTAFF, AZ 520	
86301	Prescott	AZ	FLAGSTAFF, AZ 520	
86302	Prescott	AZ	FLAGSTAFF, AZ 520	
86304	Prescott	AZ	FLAGSTAFF, AZ 520	
86312	Prescott Valley	AZ	FLAGSTAFF, AZ 520	
86313	Prescott	AZ	FLAGSTAFF, AZ 520	
86314	Prescott Valley	AZ	FLAGSTAFF, AZ 520	
86315	Prescott Valley	AZ	FLAGSTAFF, AZ 520	
86320	Ash Fork	AZ	FLAGSTAFF, AZ 520	
86322	Camp Verde	AZ	SEDONA, AZ 520	
86325	Cornville	AZ	SEDONA, AZ 520	
86326	Cottonwood	AZ	SEDONA, AZ 520	
86327	Dewey	AZ	PRESCOTT, AZ 520	
86329	Dewey	AZ	PRESCOTT, AZ 520	
86330	Prescott	AZ	PRESCOTT, AZ 520	
86331	Clarkdale	AZ	SEDONA, AZ 520	
86333	Mayer	AZ	PRESCOTT, AZ 520	
86335	Rimrock	AZ	SEDONA, AZ 520	
86339	Sedona	AZ	SEDONA, AZ 520	
86340	Sedona	AZ	SEDONA, AZ 520	
86341	Sedona	AZ	SEDONA, AZ 520	
86342	Rimrock	AZ	SEDONA, AZ 520	
86351	Sedona	AZ	SEDONA, AZ 520	
86402	Kingman	AZ	KINGMAN, AZ 520	
86403	Lake Havasu City	AZ	LAKE HAVASU CITY, NV 520	
86404	Lake Havasu City	AZ	LAKE HAVASU CITY, NV 520	

Zip Code	City	State	CSA Desc.	Partial Tribal Lands Covered
86405	Lake Havasu City	AZ	LAKE HAVASU CITY, NV 520	
86409	Kingman	AZ	KINGMAN, AZ 520	
86412	Kingman	AZ	KINGMAN, AZ 520	
86413	Golden Valley	AZ	KINGMAN, AZ 520	
86426	Fort Mohave	AZ	BULLHEAD CITY, AZ 520	Fort Mojave Telecomm, Inc.
86427	Fort Mohave	AZ	BULLHEAD CITY, AZ 520	Fort Mojave Telecomm,
86429	Bullhead City	AZ	BULLHEAD CITY, AZ 520	
86430	Bullhead City	AZ	BULLHEAD CITY, AZ 520	
86431	Kingman	AZ	KINGMAN, AZ 520	
86436	Topock	AZ	BULLHEAD CITY, AZ 520	
86438	Bullhead City	AZ	LAKE HAVASU CITY, NV 520	
86439	Bullhead City	AZ	BULLHEAD CITY, AZ 520	
86440	Mohave Valley	AZ	BULLHEAD CITY, AZ 520	Fort Mojave Telecomm,
86446	Bullhead City	AZ	BULLHEAD CITY, AZ 520	
86506	Ganado	AZ	FLAGSTAFF, AZ 520	Table Top Tel Company,
86512	Chambers	AZ	FLAGSTAFF, AZ 520	Table Top Tel Company,
86555	Douglas	AZ	BENSON, AZ520	

EXHIBIT B

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****NEXUS COMMUNICATIONS, INC.*****

a foreign corporation organized under the laws of Ohio did obtain authority to transact business in the State of Arizona on the 4th day of May 2011.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 27th Day of December, 2012, A. D.




Executive Director

By: _____ 851798

EXHIBIT C

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/14/2000	200025800014	DOMESTIC ARTICLES/FOR PROFIT (ARF)	85.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

NATHANIEL HAWTHORNE
27600 CHAGRIN BLVD
NO. 260
CLEVELAND, OH 44122

STATE OF OHIO**Ohio Secretary of State, J. Kenneth Blackwell****1180608**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

NEXUS COMMUNICATIONS, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC ARTICLES/FOR PROFIT

Document No(s):

200025800014

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 11th day of September,
A.D. 2000.

J. Kenneth Blackwell
Ohio Secretary of State

Fax to: 1-877-870-9333 Email to: enroll@reachoutmobile.com or
Mail to: ReachOut Wireless, PO Box 247168, Columbus, OH 43224-7168



___ 125 FREE Rollover Minutes ___ 250 FREE Non-Rollover Minutes

LIFELINE APPLICATION

I certify that my household income is at or below 135% of the Federal Poverty Guidelines as indicated below:

Eligibility for Lifeline may apply if your household income is at or below 135% of the Federal Poverty Guidelines for a household of that size. Indicate which income range applies to you in the chart. You must provide proof of eligibility based on income, which can include: <ul style="list-style-type: none"> • Last year's federal or state tax return • Current income statement from an employer or paycheck stub (must cover 3 consecutive months within the previous 12 months) • A Social Security statement of benefits • A retirement/pension statement of benefits • An Unemployment/Workers' Compensation statement of benefit • Federal notice letter of participation in General Assistance • Divorce decree, child support award or other official document containing income information 	Check or Complete	Persons in Household	Annual Income	Monthly Income
	<input type="checkbox"/>	1	\$15,080	\$1,257
	<input type="checkbox"/>	2	\$20,426	\$1,702
	<input type="checkbox"/>	3	\$25,772	\$2,148
	<input type="checkbox"/>	4	\$31,118	\$2,593
	<input type="checkbox"/>	5	\$36,464	\$3,039
	<input type="checkbox"/>	6	\$41,810	\$3,484
	<input type="checkbox"/>	7	\$47,156	\$3,930
	<input type="checkbox"/>	8	\$52,502	\$4,375
___ # in household	For each add'l person, add:	\$5,346	\$446	

Last Name: _____ First Name: _____ Middle Initial: _____

Last 4 digits of Soc. Security #: _____ Date of Birth: _____

Residential Address: _____ Apt. _____ City: _____ State: _____ Zip: _____

(no P.O. Box for res. address) This is my (check one): ___ Permanent Address ___ Temporary Address

If you move, you must update your residential address with ReachOut Wireless within 30 days.

Billing Address (if different): _____ Apt. _____ City: _____ State: _____ Zip: _____

I certify that:

- ___ I acknowledge that Lifeline is a government assistance program and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.
- ___ I acknowledge that only Lifeline eligible consumers may enroll in the Lifeline Program.
- ___ I acknowledge that only one Lifeline service is available per household, and that, to the best of my knowledge, no other person in my household is receiving a Lifeline service. (For purposes of Lifeline, a "household" is any individual or group of individuals who live together at the same address and share income and expenses.)
- ___ I acknowledge that a household is not permitted to receive Lifeline benefits from multiple providers and that violation of this limitation constitutes a violation of the rules of the Federal Communications Commission and will result in de-enrollment from the Lifeline program. If I am participating in another Lifeline program at the time I apply for ReachOut Wireless Lifeline service, I agree to cancel that Lifeline service with any other provider.
- ___ I acknowledge that Lifeline is non-transferable and that I may not transfer my benefit to any other person.
- ___ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ___ I will notify ReachOut Wireless within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline services, such as no longer meeting the income levels, or if I or a member of my household receives another Lifeline benefit.
- ___ I acknowledge that I may be required to re-certify to my continued eligibility for Lifeline at any time, and that my failure to re-certify will result in de-enrollment and termination of my Lifeline benefits.
- ___ If I move to a new address, I will provide the new address to ReachOut Wireless within 30 days.
- ___ If I provided a temporary address, I will be required to verify my temporary address every 90 days. If I do not provide verification within 30 days, I will be de-enrolled from the Lifeline program.
- ___ I authorize ReachOut Wireless to access any governmental state or federal records or database located anywhere required to verify my statements herein and to confirm my continued eligibility for Lifeline and authorize social service agency representatives to discuss with and/or provide information to ReachOut Wireless verifying my participation in programs that qualify me for Lifeline. I also authorize ReachOut Wireless to release any records required for the administration of ReachOut Wireless's Lifeline program, including to the Universal Service Administrative Company (USAC) to be used in a Lifeline Program Database. I understand that the records are required to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service.
- ___ I certify **penalty of perjury** that the information contained in this certification is true and correct to the best of my knowledge.

Applicant's Signature: _____

Date: _____

Customer Service 1 – 877 – 870 – 9444

www.reachoutmobile.com



Fax to: 1-800-700-5576 **Email to:** enroll@TSIHomePhone.com or
Mail to: TSI Home Phone, PO Box 247168, Columbus, OH 43224-7168

WIRELINE LIFELINE APPLICATION – PROGRAM BASED

I certify that I participate in one of the following programs (check one):

- | | |
|---|--|
| <input type="checkbox"/> Food Stamps (SNAP) | <input type="checkbox"/> Medicaid |
| <input type="checkbox"/> Federal Public Housing Assistance (Section 8) | <input type="checkbox"/> Temporary Assistance to Needy Families (TANF) |
| <input type="checkbox"/> National School Lunch Free Lunch Program | <input type="checkbox"/> Supplemental Social Security (SSI) |
| <input type="checkbox"/> Low-Income Home Energy Assistance Program (LIHEAP) | <i>If you wish to qualify based on income, a different form is required.</i> |

You must provide documentation demonstrating your current participation in the program checked above.

Last Name: _____ First Name: _____ Middle Initial: _____

Last 4 digits of Soc. Security #: _____ Date of Birth: _____

Residential Address: _____ Apt. _____ City: _____ State: _____ Zip: _____

(no P.O. Box for res. address) This is my (check one): ☐ Permanent Address ☐ Temporary Address

If you move, you must update your residential address with TSI Home Phone within 30 days

Billing Address (if different): _____ Apt. _____ City: _____ State: _____ Zip: _____

I certify that:

- ☐ I acknowledge that Lifeline is a government assistance program and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.
- ☐ I acknowledge that only Lifeline eligible consumers may enroll in the Lifeline Program.
- ☐ I acknowledge that only one Lifeline service is available per household, and that, to the best of my knowledge, no other person in my household is receiving a Lifeline service. (For purposes of Lifeline, a "household" is any individual or group of individuals who live together at the same address and share income and expenses.)
- ☐ I acknowledge that a household is not permitted to receive Lifeline benefits from multiple providers and that violation of this limitation constitutes a violation of the rules of the Federal Communications Commission and will result in de-enrollment from the Lifeline program. If I am participating in another Lifeline program at the time I apply for TSI Home Phone Lifeline service, I agree to cancel that Lifeline service with any other provider.
- ☐ I acknowledge that Lifeline is non-transferable and that I may not transfer my benefit to any other person.
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I will notify TSI Home Phone within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline services, such as no longer participating in any of qualifying program, or if I or a member of my household receives another Lifeline benefit.
- ☐ I acknowledge that I may be required to re-certify to my continued eligibility for Lifeline at any time, and that my failure to re-certify will result in de-enrollment and termination of my Lifeline benefits.
- ☐ If I move to a new address, I will provide the new address to TSI Home Phone within 30 days.
- ☐ If I provided a temporary address, I will be required to verify my temporary address every 90 days. If I do not provide verification within 30 days, I will be de-enrolled from the Lifeline program.
- ☐ I authorize TSI Home Phone to access any governmental state or federal records or database located anywhere required to verify my statements herein and to confirm my continued eligibility for Lifeline and authorize social service agency representatives to discuss with and/or provide information to TSI Home Phone verifying my participation in programs that qualify me for Lifeline. I also authorize TSI Home Phone to release any records required for the administration of TSI Home Phone's Lifeline program, including to the Universal Service Administrative Company (USAC) to be used in a Lifeline Program Database. I understand that the records are required to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service.
- ☐ I certify **penalty of perjury** that the information contained in this certification is true and correct to the best of my knowledge.

Applicant's Signature: _____

Date: _____



Fax to: 1-800-700-5576 **Email to:** enroll@TSIHomePhone.com or
Mail to: TSI Home Phone, PO Box 247168, Columbus, OH 43224-7168

WIRELINE LIFELINE APPLICATION – INCOME BASED

I certify that my household income is at or below 135% of the Federal Poverty Guidelines as indicated below:

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	<input type="checkbox"/>	1	\$15,080	\$1,257
	<input type="checkbox"/>	2	\$20,426	\$1,702
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	<input type="checkbox"/>	4	\$31,118	\$2,593
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	<input type="checkbox"/>	6	\$41,810	\$3,484
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	<input type="checkbox"/>	8	\$52,502	\$4,375
	— # in household	For each add'l person, add:	\$5,346	\$446

Last Name: _____ First Name: _____ Middle Initial: _____

Last 4 digits of Soc. Security #: _____ Date of Birth: _____

Residential Address: _____ Apt. _____ City: _____ State: _____ Zip: _____

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- _____ If I provided a temporary address, I will be required to verify my temporary address every 90 days. If I do not provide verification within 30 days, I will be de-enrolled from the Lifeline program.
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- _____ I certify **penalty of perjury** that the information contained in this certification is true and correct to the best of my knowledge.

Applicant's Signature: _____

Date _____

Customer Service 1 – 866 – 392 - 7123

www.TSIHomePhone.com

Exhibit 2

Sample Marketing Material

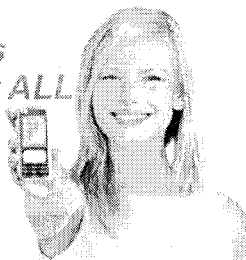
FREE

CELLULAR PHONE
FREE MINUTES & TEXTS

250

anytime minutes
every month!

Receive a **FREE Cell
Phone and
250 Minutes**
a month for **ALL**
qualifying
customers!



1-877-870-9444
www.ReachOutWireless.com

Reach Out
wireless

Complaints concerning Lifeline/Lookup service can be directed to the XXXXX
Public Service Commission's Commissions Affairs Unit at XXX-XXX-XXXX.

FREE

CELLULAR PHONE
FREE MINUTES & TEXTS

125

anytime **ROLLOVER** minutes
every month!

**All unused minutes rollover
to the next month!**

Receive a **FREE Cell
Phone and
125 ROLLOVER
Minutes a
month for ALL**
qualifying
customers!



1-877-870-9444
www.ReachOutWireless.com

Reach Out
wireless

Complaints concerning Lifeline/Lookup service can be directed to the XXXXX
Public Service Commission's Commissions Affairs Unit at XXX-XXX-XXXX.



IMPORTANT INFORMATION concerning Lifeline wireless service

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Nexus Communications Inc.



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 12-2063
Release Date: December 26, 2012

WIRELINE COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF AIRVOICE WIRELESS, AMERIMEX COMMUNICATIONS, BLUE JAY WIRELESS, MILLENNIUM 2000, NEXUS COMMUNICATIONS, PLATINUMTEL COMMUNICATIONS, SAGE TELECOM, TELRITE AND TELScape COMMUNICATIONS

WC Docket Nos. 09-197 and 11-42

The Wireline Competition Bureau (Bureau) approves the compliance plans of nine carriers: AirVoice Wireless, LLC (AirVoice); AmeriMex Communications Corp. (AmeriMex); Blue Jay Wireless, LLC (Blue Jay); Millennium 2000, Inc. (Millennium 2000); Nexus Communications, Inc. (Nexus); PlatinumTel Communications, LLC (PlatinumTel); Sage Telecom, Inc. (Sage); Telrite Corporation (Telrite); and Telscape Communications, Inc. d/b/a Telscape Wireless (Telscape). The compliance plans were filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.¹

The Act provides that in order to be designated as an eligible telecommunications carrier (ETC) for the purpose of universal service support, a carrier must “offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier’s services”² The Commission amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.³ As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by providing operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.⁴ In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities requirement,

¹ See *Lifeline and Link Up Reform and Modernization et al*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd 6656, 6816-17, paras. 379-380 (2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

² 47 U.S.C. § 214(e)(1)(A).

³ See *Lifeline Reform Order*, 27 FCC Rcd at 6678, para. 47; see also 47 C.F.R. § 54.101(a).

⁴ See *Lifeline Reform Order*, 27 FCC Rcd at 6812, para. 366, App. A; *Connect America Fund et al*, WC Docket 10-90, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*). Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Blanket Forbearance Compliance Plan, WC Docket Nos. 09-197 and 11-42, Q Link Wireless, LLC’s Third Amended Compliance Plan at 4 n. 2 (filed July 30, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under sections 54.101 and 54.401 of the Commission’s rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

subject to certain public safety and compliance obligations, is appropriate for carriers seeking to provide Lifeline-only service.⁵ Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.⁶

The Bureau has reviewed the nine plans listed in the Appendix for compliance with the conditions of the *Lifeline Reform Order* and now approves those nine compliance plans.⁷

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email www.bcpweb.com.

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Michelle Schaefer, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

- FCC -

⁵ See *Lifeline Reform Order*, 27 FCC Rcd at 6813-6817, paras. 368-381.

⁶ See *id.*, 27 FCC Rcd at 6814, 6819, paras. 373, 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

⁷ The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, 27 FCC Rcd at 6679-80, 6818-19, paras. 50, 387.

APPENDIX

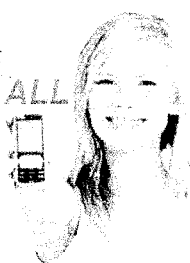
Petitioner	Compliance Plans As Captioned by Petitioner	Date of Filing	Docket Numbers
AirVoice Wireless, LLC	AirVoice Wireless, LLC's Amended Compliance Plan	December 7, 2012	09-197; 11-42
AmeriMex Communications Corp.	AmeriMex Communications Corp. Revised Compliance Plan	December 6, 2012	09-197; 11-42
Blue Jay Wireless, LLC	Blue Jay Wireless, LLC Compliance Plan	November 30, 2012	09-197; 11-42
Millennium 2000 Inc.	Amended Compliance Plan of Millennium 2000 Inc.	December 18, 2012	09-197; 11-42
Nexus Communications, Inc.	Third Amended Compliance Plan of Nexus Communications, Inc.	December 4, 2012	09-197; 11-42
PlatinumTel Communications, LLC	PlatinumTel Communications LLC's Revised Compliance Plan	December 19, 2012	09-197; 11-42
Sage Telecom, Inc.	Revised Compliance Plan of Sage Telecom, Inc.	December 19, 2012	09-197; 11-42
Telrite Corporation	Telrite Corporation Compliance Plan	November 29, 2012	09-197; 11-42
Telscape Communications Inc. d/b/a Telscape Wireless	Revised Compliance Plan of Telscape Communications, Inc.	December 19, 2012	09-197; 11-42

EXHIBIT E

FREE
CELLULAR PHONE
FREE MINUTES & TEXTS

250
anytime minutes
every month!

Receive a **FREE** Cell
Phone and
250 Minutes
a month for **ALL**
qualifying
customers!



1-877-870-9444 **Reach Out**
www.ReachOutWireless.com wireless

Complaints concerning Lifeline/Linkup service can be directed to the XXXXX
Public Service Commission's Commissions Affairs Unit at XXX-XXX-XXXX.

FREE
CELLULAR PHONE
FREE MINUTES & TEXTS

125
anytime **ROLLOVER** minutes
every month!
**All unused minutes rollover
to the next month!**

Receive a **FREE** Cell
Phone and
125 **ROLLOVER**
Minutes a
month for **ALL**
qualifying
customers!



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Complaints concerning Lifeline/Linkup service can be directed to the XXXXX
Public Service Commission's Commissions Affairs Unit at XXX-XXX-XXXX.



IMPORTANT INFORMATION
concerning Lifeline wireless service

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Nexus Communications Inc.



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form

Yes ☒ Yes

ARTICLES OF INCORPORATION

(Under Chapter 1701 of the Ohio Revised Code)

Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

- FIRST.** The name of said corporation shall be:
Nexus Communications, Inc.
- SECOND.** The place in Ohio where its principal office is to be located is
Lewis Center, Franklin County, Ohio
(city, village or township)
- THIRD.** The purpose(s) for which this corporation is formed is:
To provide local and long distance telecommunications, internet access, cellular, paging and other telecommunications services.
- FOURTH.** The number of shares which the corporation is authorized to have outstanding is: 100
(Please state whether shares are common or preferred, and their par value, if any. Shares will be recorded as common with no par value unless otherwise indicated.)

IN WITNESS WHEREOF, we have hereunto subscribed our names, on September 10, 2000
(date)

Signature: Nathaniel Hawthorne, Incorporator
Name: Nathaniel Hawthorne

Signature: Paul Karas, Incorporator
Name: Paul Karas

Signature: Marcia Schmidt, Incorporator
Name: Marcia Schmidt

Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Nexus Communications, Inc.
hereby appoint Nathaniel Hawthorne, to be statutory agent upon whom any process, notice or
demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

27600 Chagrin Blvd., Suite 260
(street name and number P.O. Boxes are not acceptable)
Cleveland, Ohio 44122
(city, village or township) (zip code)

Signature: _____
Name: Nathaniel Hawthorne

Signature: Paul Karas
Name: Paul Karas

Signature: Marcia Schmidt
Name: Marcia Schmidt

ACCEPTANCE OF APPOINTMENT

The undersigned, Nathaniel Hawthorne, named herein as the statutory agent for,
Nexus Communications, Inc., hereby acknowledges and accepts the
appointment of statutory agent for said corporation.

Signature: Nathaniel Hawthorne
Statutory Agent

EXHIBIT D



Suite 800
1919 Pennsylvania Avenue NW
Washington, D.C. 20006-3401

Danielle Frappier
202.973.4242 tel.
daniellefrappier@dwt.com

VIA ECFS

December 4, 2012

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

**Re: WC Dockets 09-197 and 11-42
Third Amended Compliance Plan of Nexus Communications, Inc.**

Dear Secretary Dortch:

Pursuant to the Commission's *Lifeline Reform Order*,¹ please find attached the Third Amended Compliance Plan of Nexus Communications, Inc. ("Nexus").

The only edits made to the plan in this third amendment were made on page 12. Specifically, Nexus added the word "Nexus" in the first full sentence on that page, and it also added footnote 21, which reads "[a]ll third-party representatives are accountable to Nexus for purposes of compliance with state and federal Lifeline rules."

Nexus respectfully requests expedited approval of its Amended Compliance Plan. Please contact me if you have any questions regarding this filing.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Danielle Frappier'.

Danielle Frappier

¹ *Lifeline and Link Up Reform and Modernization et al.*, WC Docket No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012); *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, Public Notice, DA 12-314 (WCB rel. Feb. 29, 2012).

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of

Lifeline and Link Up Reform and
Modernization

Telecommunications Carriers Eligible to
Receive Universal Service Support

Nexus Communications, Inc. Petition for
Designation as an Eligible Telecommunications
Carrier for Low Income Support Only

WC Docket No. 11-42

WC Docket No. 09-197

THIRD AMENDED COMPLIANCE PLAN OF NEXUS COMMUNICATIONS, INC.

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SUMMARY

Nexus Communications, Inc. (“Nexus”) hereby seeks to avail itself of the Commission’s grant of forbearance from the “own facilities” requirement by submission of this Amended Compliance Plan. Nexus is submitting simultaneously with this Amended Compliance Plan a Second Amendment to its pending Petitions for designation as an ETC. Nexus fully complies with all conditions of the recently-amended Lifeline rules and all pertinent conditions in the *Lifeline Reform Order*.

Nexus is technically and financially qualified to provide Lifeline service. Nexus became a CLEC in 2001 and received its first ETC designation in 2006. Nexus is designated as an ETC in 26 states and provides wireline service as an ETC in 13 states, and wireless service in 18 states. Nexus is successfully providing Lifeline-supported services and has a steadily increasing subscriber base. Nexus is financially stable and is fully capable of honoring its service obligations. Nexus offers Lifeline subscribers multiple wireless calling plans to choose from, which are detailed herein.

Nexus complies with the requirements pertaining to consumer qualifications for Lifeline set forth in new 47 C.F.R. § 54.409 and any state-specific requirements. More specifically, unless otherwise required under applicable state law, Nexus requires all subscribers to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines; or (2) the household’s participation in one of the federal assistance programs listed in the Commission’s rules. Nexus confirms that neither the subscriber nor anyone else in the subscriber’s household is subscribed to a Lifeline service. This Amended Compliance Plan describes the procedures by which Nexus: (1) analyzes the eligibility of applicants to obtain Lifeline service; (2) obtains proof of eligibility from applicants; (3) certifies the eligibility of applicants; (4) collects the necessary information from applicants; (5) requires applicants to

certify as to their eligibility to receive Lifeline benefits; and (6) annually re-certifies all Lifeline subscribers. Nexus has included as an exhibit its Lifeline applications forms for wireline and wireless services.

Nexus' practices comply with the 911/E911 access conditions set forth in the *Lifeline Reform Order*. Specifically, Nexus provides its Lifeline subscribers with 911/E911 access at the time Lifeline service is initiated – regardless of activation status and availability of minutes – and provides its Lifeline subscribers with E911-compliant handsets. Nexus' practices provide access to 911/E911 services to the extent these services have been deployed by its underlying carrier. Nexus commits to continue these practices going forward.

Nexus has incorporated in its marketing materials for its Lifeline services, in clear, easily understood language, the various disclosures required by 47 C.F.R. § 54.405. Nexus has attached a representative sample of its marketing materials incorporating these disclosures.

Nexus shares the Commission's commitment to minimize waste, fraud and abuse of Lifeline benefits. Accordingly, Nexus has implemented procedures intended to prevent duplicate Lifeline benefits from being awarded to the same household or individual. These measures include practices intended to: (1) prevent duplicates within Nexus' subscriber base; (2) avoid reimbursement for any subscriber until the subscriber activates service; (3) ceasing reimbursement for subscribers who fail to use the service for a 60-day period; and (4) ensuring that Nexus provides only one Lifeline service per household.

As detailed below, Nexus' practices and procedures comply with the Commission's applicable Lifeline regulations and orders, and Nexus commits to continuing these practices going forward. Accordingly, Nexus respectfully requests expeditious approval of its pending Petitions and this Amended Compliance Plan.

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of

Lifeline and Link Up Reform and
Modernization

Telecommunications Carriers Eligible to
Receive Universal Service Support

Nexus Communications, Inc. Petition for
Designation as an Eligible Telecommunications
Carrier for Low Income Support Only

WC Docket No. 11-42

WC Docket No. 09-197

AMENDED COMPLIANCE PLAN OF NEXUS COMMUNICATIONS, INC.

Nexus Communications, Inc. ("Nexus"), through its undersigned counsel, hereby seeks to avail itself of the Federal Communications Commission's ("Commission") grant of forbearance from the "own facilities" requirement set forth in 47 U.S.C. § 214(e)(1)(A) by submission of this Amended Compliance Plan. Nexus' Amended Compliance Plan is filed in accordance with the procedures established in the *Lifeline Reform Order*¹ and clarified the *Public Notice* issued by the Wireline Competition Bureau on February 29, 2012.² Nexus is submitting simultaneously

¹ *Lifeline and Link Up Reform and Modernization et al.*, WC Dockets No. 11-42 *et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (FCC, rel. Feb. 6, 2012) ("*Lifeline Reform Order*"). Nexus believes that there may still exist a good faith basis for it to continue to operate as a facilities-based carrier. Under the Commission's recently amended regulations governing the Lifeline program, however, it appears that retaining its facilities-based status no longer provides any material benefits to Nexus or its subscribers. Should this change in the future, Nexus reserves the right to seek relief from the Commission to reinstate its status as a facilities-based carrier under applicable federal law. Nonetheless, Nexus acknowledges that its Amended Compliance Plan, once approved by the Commission, will apply in all states even if Nexus is deemed to operate as a facilities-based carrier in certain state(s).

² *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, Public Notice, DA 12-314 (WCB, rel. Feb. 29, 2012) ("*Public Notice*").

with this Amendment Compliance Plan a Second Amendment³ to its pending Petitions for designation as an eligible telecommunications carrier (“ETC”).⁴

Nexus respectfully requests expeditious approval of its Petitions and its Amended Compliance Plan so it may continue to provide essential Lifeline service to eligible low-income subscribers in states where it currently operates and may provide eligible low-income consumers Lifeline wireless service options in additional states in the future. Nexus also requests expeditious approval of its Amended Compliance Plan because the company has filed an application to participate in the Commission’s Lifeline Broadband Pilot Program.

As set forth below, Nexus fully complies with all conditions set forth in the Commission’s recently-amended Lifeline rules and with all pertinent conditions set forth in the *Lifeline Reform Order*. This Amended Compliance Plan describes the measures Nexus has implemented in order to achieve full compliance with the Commission’s Lifeline rules and policies, and Nexus commits to continuing these practices going forward. For the convenience of the Commission, this Amended Compliance Plan follows the format established by the Wireline Competition Bureau in the *Public Notice*.

I. INFORMATION ABOUT NEXUS AND THE LIFELINE PLANS IT OFFERS

A. Company Information

Nexus is 100% owned by Steven Fenker, Nexus’ President. It is organized under Ohio law and is headquartered in Columbus, Ohio. Nexus has no holding company. Nexus owns

³ *Nexus Communications, Inc. Petition for Designation as an Eligible Telecommunications Carrier for Low Income Support Only*, Second Amendment to Petitions, WC Docket No. 09-197 (filed August 3, 2012).

⁴ *Petition of Nexus Communications, Inc. for Designation as an Eligible Telecommunications Carrier for Low Income Support Only*, Petition, WC Docket No. 09-197 (filed April 5, 2011; amended April 24, 2012 and further amended August 3, 2012); *Petition of Nexus Communications, Inc. for Designation as an Eligible Telecommunications Carrier for Low Income Support Only*, Petition, WC Docket No. 09-197 (filed June 3, 2011; amended April 24, 2012 and further amended August 3, 2012).

100% of Telecom Services, Inc., but that company does not provide telecommunications services.

Nexus operates its wireline business under the names TSI and TSI Telephone Company, and operates its wireless business under the name ReachOut Wireless.⁵

B. Nexus' Financial and Technical Capabilities to Provide Lifeline Service

Nexus has been in business since 2000. Nexus became a competitive local exchange carrier in 2001 and received its first ETC designation in June 2006. Nexus now focuses on providing service to low-income consumers. Nexus initially began providing its services over wireline technology, and has responded to strong subscriber demand by offering wireless technology as well. Nexus was one of the first telecommunications providers to recognize the low-income market segment as a business opportunity rather than a regulatory burden. Its success in the market is based on its willingness to tailor its services to the specific needs of low-income consumers, including the budget management tools and mobility that prepaid wireless services provide.

Nexus has been designated as an ETC in a total of 26 states.⁶ It provides wireline service as an ETC in 13 states,⁷ and wireless service as an ETC in 18 states.⁸ Nexus does not seek, and

⁵ Nexus' wireline facilities differ from its wireless operations and Nexus believes that its wireline facilities continue to meet the "own facilities" requirements of 47 U.S.C. § 214(e)(1)(A) even after the recent Commission orders and amendments to the statute implementing regulation found at 47 C.F.R. § 54.101. Nevertheless, there is now little practical difference between having facilities-based and forbearance status. In light of the foregoing and the fact that Nexus is a single entity with both wireline and wireless operations, Nexus has determined that for purposes of its own administrative convenience, it seeks forbearance for all of Nexus' operations—both wireline and wireless.

⁶ Those states are Alabama, Arkansas, California, Florida, Georgia, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nevada, New Jersey, North Carolina, Ohio, Oklahoma, Rhode Island, South Carolina, Tennessee, Texas, West Virginia and Wisconsin.

⁷ Those states are Alabama, Arkansas, Illinois, Kansas, Louisiana, Michigan, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin. Although Nexus has been designated a wireline ETC in Florida and Kentucky, it currently only provides services on a resold basis in these states. In other words, Nexus resells the wireline services of an ILEC, which passes through a Lifeline discount on the wholesale line it sells to Nexus. Nexus does not file FCC Form 497s for its

will not accept, High Cost support in any of those states. Nexus is successfully providing Lifeline supported services in these states and has a steadily increasing subscriber base. Nexus' management has many years of experience in the telecommunications industry. Nexus' President Steven Fenker has held management positions in the telecommunications industry for 28 years. Also part of the Nexus' senior management team is Mark Deek, who has 15 years of experience in the telecommunications industry, with particular expertise in intercarrier relations, and subscriber care and billing database management.

In order to provide wireless Lifeline services, Nexus purchases wireless minutes from a national carrier (Verizon Wireless) that is widely-recognized for the quality and reliability of its wireless network. Nexus supplements this robust wireless network with its own network facilities, back-office and operations support systems, which Nexus operates and are ideally suited to serve lower revenue subscribers. Nexus has made a significant financial investment to evaluate, design, develop and integrate these systems. With respect to this network investment, Nexus owns and operates its own switching and other facilities located in the state of Ohio, which are housed in a Tier IV co-location facility.⁹

Nexus has good relationships with the commissions in the states in which it operates. Moreover, Nexus is financially stable and fully capable of honoring its service obligations to subscribers and federal and state regulatory obligations. Although Nexus currently derives the

wireline operations in these states. Nevertheless, Nexus seeks forbearance for its ETC designations in Florida and Kentucky.

⁸ Those states are Arkansas, California, Georgia, Iowa, Illinois, Kansas, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nevada, New Jersey, Ohio, Rhode Island, West Virginia and Wisconsin.

⁹ Because Nexus owns and operates its own network facilities, Nexus reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of a state-level universal service funding under state program rules and requirements. Nonetheless, as explained in note 1, Nexus acknowledges that its Amended Compliance Plan, once approved by the Commission, will apply in all states even if Nexus is deemed to operate as a facilities-based carrier in certain state(s).

majority of its revenue from the sale of prepaid wireless services, Nexus does not rely exclusively on disbursements from the Lifeline program to operate. For example, Nexus derives additional revenue from the sale of wireline and wireless services to non-Lifeline subscribers, and the sale of optional replenishment airtime and text minutes.

C. Geographic Area of Nexus' Service Offerings

Nexus first began providing wireline ETC service in the second quarter of 2006 and the company now provides this service in the following states: Alabama, Arkansas, Illinois, Kansas, Louisiana, Michigan, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin. Further, it provides wireline Lifeline service on a resold basis in Florida and Kentucky.¹⁰

In the second quarter of 2009, Nexus began to offer wireless services in recognition of the high demand for such services in the communities it services. Consumers indicated a strong preference for mobile wireless services and Nexus has worked to satisfy this demand by growing and investing in wireless technology. Nexus' wireless offerings have been very successful with low-income consumers and the company now provides prepaid wireless ETC service in the following states: Arkansas, California, Georgia, Iowa, Illinois, Kansas, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Nevada, New Jersey, Ohio, Rhode Island, West Virginia and Wisconsin.¹¹

D. Nexus' Lifeline Service Plans

Nexus offers the following prepaid wireless service plans for its Lifeline subscribers:

¹⁰ See *supra* note 7. Nexus will comply with the requirements listed at the newly-revised 47 C.F.R. § 54.417(c) for resellers for its resale operations in Florida and Kentucky. To the extent that Nexus avails itself of its ETC status in these states, it will comply with all applicable Commission rules.

¹¹ Nexus received wireless ETC authority in Oklahoma on March 21, 2012. However, Nexus does not intend to launch wireless service in Oklahoma until it has secured approval of its Amended Compliance Plan from the Commission.

250 Minute Plan (non-rollover) (all states except California): Minutes are “anytime” minutes and can be used for domestic calls, including local or intrastate/interstate long distance calls. Unused minutes or domestic Short Message Service (“SMS”) text messages do not carry over to the following month. SMS text messaging is available at a rate of one text per minute of airtime.

125 Minute Plan (rollover) (all states except California): Minutes are “anytime” minutes and can be used for domestic calls, including local or intrastate/interstate long distance calls. Unused minutes or domestic SMS text messages carry over to the following month. SMS text messaging is available at a rate of one text per minute of airtime.

68 Minute Plan (rollover) (all states except California): Minutes are “anytime” minutes and can be used for domestic calls, including local or intrastate/interstate long distance calls. Unused minutes or domestic SMS text messages carry over to the following month. Domestic SMS text messaging is available at a rate of two text messages per each minute of airtime. Nexus does not actively market the 68 Minute Plan and, although technically still available to subscribers because it was part of the offerings approved by the relevant state commissions, it is rarely selected except by a few subscribers who infrequently use voice service and more frequently send text messages.

California 250 Minute Plan: Minutes are “anytime” minutes and can be used for domestic calls, including local or intrastate/interstate long distance calls. Unused minutes or SMS text messages do not carry over to the following month. Domestic SMS text messaging is available at a rate of one text message per each minute of airtime. There is a minimum out-of-pocket charge of \$2.50 per month.

California 500 Minute Plan: Minutes are “anytime” minutes and can be used for domestic calls, including local or intrastate/interstate long distance calls. Unused minutes or SMS text messages do not carry over to the following month. Domestic SMS text messaging is available at a rate of one text message per each minute of airtime. There is a minimum out-of-pocket charge of \$5.00 per month.

California 1000 Minute Plan: Minutes are “anytime” minutes and can be used for domestic calls, including local or intrastate/interstate long distance calls. Unused minutes or SMS text messages do not carry over to the following month. Domestic SMS text messaging is available at a rate of one text message per each minute of airtime. There is a minimum out-of-pocket charge of \$20.00 per month.

All plans include at no extra charge one E911-compliant handset and “anytime” nationwide minutes that can be used for domestic calls, including local or intrastate/interstate long distance calls.

Nexus’ Lifeline subscribers in states other than California may purchase additional minutes on a prepaid basis in denominations of \$3.00 (20 minutes), \$5.00 (40 minutes), \$10.00

(120 minutes), \$20.00 (300 minutes), \$30.00 (500 minutes) and \$50.00 (950 minutes). Nexus also offers an unlimited talk and text additional airtime card. This card provides unlimited local and domestic long distance calling, and unlimited text messaging for thirty (30) calendar days. The cost to Lifeline subscribers is \$26.50.

Nexus' California subscribers may purchase additional minutes on a prepaid basis in denominations of \$3.00 (91 minutes), \$5.00 (152 minutes), \$10.00 (304 minutes), \$20.00 (607 minutes), \$30.00 (910 minutes) and \$50.00 (1,516 minutes), all billed at \$0.033 per minute. All minutes are valid for 30 days from date of replenishment. Nexus' California subscribers may also purchase the unlimited talk and text additional airtime card.

International SMS text messaging is available at a rate of \$0.20 for each international text sent or received. The rate for directory assistance calls is \$1.50 per request. Nexus permits Lifeline subscribers to block international calls at no additional charge. There is no deduction of minutes for calls to 911 or Nexus' subscriber service department.

Calls from the handset for checking or retrieving voicemails count against the voice minutes provided by the plan. Calls from a source other than the handset checking or retrieving voicemail messages and incoming calls that leave a voicemail message are free to Nexus subscribers. Calls to 911 emergency services are always free, and may be made regardless of service activation or availability of minutes.

E. Other Certifications Required by 47 C.F.R. § 54.202

The *Public Notice* requires carriers to include certifications required under recently amended 47 C.F.R. § 54.202. Nexus hereby certifies that it does and will continue to comply with the service requirements applicable to the support it receives.¹² Specifically, Nexus' Lifeline services: (i) include voice telephony services that provide voice grade access to the

¹² 47 C.F.R. § 54.202(a)(1).

public switched network or its functional equivalent; (ii) provide subscribers with a defined number of minutes of usage for local service at no additional charges, as described above in Section I(D); (iii) provide subscribers with access to the emergency services provided by local government or other public safety organizations, such as 911/E911 to the extent the local government in Nexus' service area has implemented 911/E911 systems, as described below in Section III; and (iv) toll limitation for qualifying low-income consumers.¹³

II. NEXUS' COMPLIANCE WITH NEW COMMISSION RULES RELATING TO DETERMINATIONS OF SUBSCRIBER ELIGIBILITY FOR LIFELINE SERVICES

Nexus complies with the requirements pertaining to consumer qualifications for Lifeline set forth in section 54.409 of the Commission's rules¹⁴ and any state-specific requirements in the various states in which Nexus has been (or will be) designated an ETC. More specifically, Nexus requires all subscribers to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in 47 C.F.R. § 54.409(a)(2) or 47 C.F.R. § 54.409(a)(3). Nexus also confirms that the subscriber is not already receiving a Lifeline service and that no one else in the subscriber's household is subscribed to a Lifeline service.¹⁵

¹³ Toll limitation means both toll blocking and toll control, or, if a carrier is not capable of providing both toll blocking and toll control, then toll limitation is defined as either toll blocking or toll control. Nexus will meet the requirement to provide toll limitation to Lifeline subscribers by offering service on a prepaid, or pay-as-you-go, basis, as well as toll blocking for international calls. As the Commission found in its grant of ETC designation to Virgin Mobile, "the prepaid nature of [a prepaid wireless carrier's] service offering works as an effective toll control." *Virgin Mobile USA, L.P. Petition for Forbearance from 47 U.S.C. § 214(e)(1)(A)*, Order, 24 FCC Rcd 3381, 3394 at ¶ 34 (2009). Moreover, Nexus will provide traditional toll blocking for international calls to qualifying low-income consumers at no additional charge. Nexus also provides its users with the ability to monitor their minute usage and balance as an additional means of controlling their communications budget.

¹⁴ 47 C.F.R. § 54.509.

¹⁵ 47 C.F.R. § 54.409(c).

Nexus uses a variety of outreach programs for its Lifeline supported services, which include direct mail, Internet advertising, and radio and television advertising. Nexus also reaches potential subscribers through retail marketing, including kiosks and point-of-sale promotional materials located in third-party retail establishments, as well as one retail establishment owned by Nexus. Each channel is intended to induce potential subscribers to contact Nexus either in person, over the Internet or by telephone. Although the logistics of the enrollment process varies somewhat for each channel as is further described below, in all cases, Lifeline applicants are thoroughly screened to ensure that they are qualified before a handset is delivered.

A. Nexus' Procedures to Determine Consumer Eligibility for the Lifeline Program

Analysis of Lifeline Eligibility. If Nexus cannot determine an applicant's eligibility for Lifeline by accessing income or program eligibility databases, Nexus personnel (either employees, third-party subscriber service representatives or authorized agents in third-party retail establishments) review documents to establish eligibility in accordance with the criteria set forth in 47 C.F.R. § 54.409. All Nexus personnel who interact with existing Lifeline subscribers or Lifeline applicants have been fully trained in assisting Lifeline applicants with Lifeline eligibility. All Nexus personnel and authorized third-party representatives have been trained to answer questions about Lifeline requirements, and how to review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state specific checklists. That being said, the final review and determination of the sufficiency of documentation is conducted by Nexus employees or authorized agents directly trained by Nexus employees. All Nexus personnel and authorized third-party representatives involved in enrolling Lifeline applicants have been trained on the Commission's

revised Lifeline eligibility rules and Nexus' practices and policies designed to implement these new rules.

Proof of Lifeline Eligibility. Nexus follows the Commission's requirements pertaining to acceptable documentation to establish eligibility based either on income level or participation in a qualified government assistance program. Specifically, acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (e.g., the consumer's Supplemental Nutrition Assistance Program ("SNAP") electronic benefit transfer card or Medicaid participation card (or copy thereof); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹⁶ Acceptable documentation of income eligibility includes: (1) the prior year's state, federal, or Tribal tax return; (2) current income statement from an employer or paycheck stub; (3) a Social Security statement of benefits; (4) a Veterans Administration statement of benefits; (5) a retirement/pension statement of benefits; (6) an Unemployment/Workers' Compensation statement of benefit; (7) federal or Tribal notice letter of participation in General Assistance; (8) or a divorce decree, child support award, or other official document containing income information. If the applicant presents Nexus with documentation of income that does not cover a full year, the applicant must present the same type of documentation covering three consecutive months within the previous twelve months.¹⁷

Nexus subscribers may provide the documentation in person, via fax or e-mail, or they may mail copies to Nexus. Nexus maintains detailed, accurate records identifying the data

¹⁶ *Lifeline Reform Order* at ¶ 101.

¹⁷ 47 C.F.R. § 54.410(b)(1)(i)(B).

source used to determine a subscriber's eligibility or the documentation the subscriber provided to demonstrate eligibility for Lifeline. The specifically-trained personnel in charge of reviewing all incoming Lifeline applications examine and electronically record in its subscriber service and billing database the type of documentation presented by each prospective Lifeline subscriber,¹⁸ including the date of review, the identity of the documentation, the type of media (e.g., paper, electronic card, etc.), and the issuance and/or expiration date of the documentation. Nexus' database includes separate data entry fields for this information, eliciting a response for each type of information, and will reject the order if any such field is not completed. If an applicant is unable to provide documentary proof of eligibility based on either household income level or current participation in a qualified program, Nexus denies that application.

B. Nexus' Procedures for Subscriber Certifications

In the *Lifeline Reform Order*, the Commission established a path for a transition to a national, governmental database that will be used to confirm the initial and continued eligibility of a Lifeline applicant or subscriber.¹⁹ Nexus will utilize that database when it becomes operational.²⁰ Until that time, however, Nexus will continue to adhere to the following procedures for enrolling prospective subscribers into the Lifeline program.

Nexus has implemented certification procedures that enable prospective subscribers to demonstrate their eligibility by contacting Nexus either in person or by telephone, facsimile, over the Internet, or other electronic transmission. The personnel involved in enrolling Lifeline applicants verbally recite the certifications to Lifeline applicants where when enrolling in person

¹⁸ 47 C.F.R. § 54.410(b)(1)(ii) - (iii); 47 C.F.R. § 54.410(c)(1)(ii)-(iii).

¹⁹ See *Lifeline Reform Order* at ¶ 403.

²⁰ On its new certification forms that were revised to encompass the requirements of the Commission's *Lifeline Reform Order*, Nexus obtains consent from each applicant to provide "any records required" for the administration of the Lifeline program including so that such information may be used in a Lifeline database. In order to ensure that it has the same consent from subscribers that applied using prior Nexus forms, Nexus has included nearly identical language on its annual re-certification forms and scripts.

or over the phone. In any retail locations (except those with kiosks), Nexus' authorized third-party representatives²¹ initially examine the qualifying documentation in person (which documentation will be forwarded to Nexus personal specifically trained in reviewing Lifeline qualifying documentation for further review) or, if the applicant does not have the documentation at the time, direct the applicant to supply the documentation via fax, mail or email. All applicants who do not have the requisite documentation at the time are informed that their Lifeline application will not be processed until the applicant provides the required documentary proof of eligibility. Prospective subscribers who do not complete Nexus' Lifeline Application in person must return the signed document and eligibility documentation to Nexus by mail, facsimile, electronic mail or other electronic transmission. Nexus accepts electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006 and any applicable state laws.²²

Each prospective subscriber is required to complete and sign Nexus' "Lifeline Application." Samples of this document are provided as Exhibit 1. Nexus has modified its Lifeline Application as necessary for use in certain states that have specific requirements, such as additional qualifying programs, but the operative language of Exhibit 1 will remain constant. Nexus's Lifeline Application conforms to the requirements of the *Lifeline Reform Order*, 47 C.F.R. § 54.410(d) and 47 C.F.R. § 54.405.

Information Collected. Nexus collects the following information from prospective subscriber in its Lifeline Application form: (1) the subscriber's full name; (2) the subscriber's full residential address (P.O. Boxes are not permitted); (3) whether the residential address is permanent or temporary; (4) the subscriber's billing address, if different; (5) the subscriber's date

²¹ All third-party representatives are accountable to Nexus for purposes of compliance with state and federal Lifeline rules.

²² See *Lifeline Reform Order* at ¶ 168; 47 C.F.R. § 54.419.

of birth; (6) the last four digits of the subscriber's Social Security number (or Tribal identification number if the subscriber is a member of a Tribal nation and does not have a Social Security number²³); (7) if the subscriber is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the subscriber, or his or her dependents, or his or her household receives benefits; and (8) if the subscriber is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²⁴

Applicant Certifications. In accordance with 47 C.F.R. § 54.410(d), in its Lifeline Application, Nexus requires all Lifeline applicants to certify, under penalty of perjury, that: (1) the subscriber meets the income- or program-based eligibility criteria for receiving Lifeline; (2) the subscriber will notify Nexus within 30 days if, for any reason, he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income- or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit; (3) if the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal lands, that he or she lives on Tribal lands;²⁵ (4) if the subscriber moves to a new address, that he or she will provide that new address to Nexus within 30 days; (5) if the subscriber provided a temporary residential address to Nexus, the subscriber will be required to verify his or her temporary residential address every 90 days; (6) the subscriber's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the subscriber's household is not already receiving a Lifeline service; (7) the information contained in the subscriber's

²³ Nexus will only include language regarding a Tribal identification number on forms used in states with Tribal areas.

²⁴ 47 C.F.R. § 54.410(d)(2).

²⁵ Because Nexus' designated service includes only two states with Tribal lands (Oklahoma and Rhode Island), only Nexus' Lifeline Application specifically for those states include this certification.

application/certification form is true and correct to the best of the subscriber's knowledge; (8) the subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the subscriber acknowledges that he or she may be required to re-certify his or her continued eligibility for Lifeline at any time, and that his or her failure to re-certify as to continued eligibility will result in de-enrollment and the termination of the subscriber's Lifeline benefits, and (10) that the applicant authorizes Nexus to access any state or federal records or database to verify his or her eligibility, and authorizes Nexus to release any records required for administration of the program, including to USAC to be used in the national Lifeline database and that failure to so authorize Nexus will result in a denial of Lifeline benefits.²⁶ The Lifeline Application also describes the information that is transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. Prospective applicants must affirmatively certify to each of these certifications in order for the application process to move forward, including those applying online. For those applying online, Nexus' website does not permit the applicant to submit the application unless all certifications have been completed. Subscribers also may certify via interactive voice response ("IVR"), which is then saved as a recorded file and saved in the subscriber's account in Nexus' subscriber care and billing system.

In accordance with 47 C.F.R. § 54.410(d)(1), Nexus' Lifeline Application discloses the following information: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at

²⁶ See Exhibit 1.

the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the subscriber's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the subscriber may not transfer his or her benefit to any other person.²⁷

Finally, in accordance with 47 C.F.R. § 54.405(c), Nexus' Lifeline Application indicates, using easily understood language, (1) that the service is a Lifeline service; (2) that Lifeline is a government assistance program; (3) that the service is non-transferrable; (4) that only eligible consumers may enroll in the program; and (5) that the program is limited to one discount per household.²⁸

C. Nexus' Procedures for Annual Re-certification of Lifeline Subscribers

In accordance with the requirements of the *Lifeline Reform Order* and 47 C.F.R. § 54.410(f), Nexus annually recertifies all of its Lifeline subscribers by either (1) querying the appropriate eligibility or income databases, confirming that the subscriber continues to meet the program- or income-based eligibility requirements for Lifeline and documenting the results of that review, or (2) obtaining a signed certification from the subscriber that meets the certification requirements set forth in 47 C.F.R. § 54.410(d). Nexus' annual re-certification form includes a confirmation from the subscriber that the applicant's household receives only one Lifeline benefit and, to the best of the subscriber's knowledge, the subscriber's household is receiving no more than one Lifeline benefit. Additionally, Nexus' re-certification materials inform the subscriber that he or she is being contacted to re-certify his or her continuing eligibility for Lifeline and if the subscriber fails to respond, he or she will be de-enrolled in the program.

²⁷ *Id.*

²⁸ *Id.*

For 2012, Nexus began re-certifying the eligibility of its Lifeline subscriber base on June 1, 2012 on a rolling basis. Nexus will complete this process by the end of 2012 and will report the results to USAC by January 31, 2012.²⁹ Nexus will notify its subscribers in writing that a failure to respond to the re-certification request will result in de-enrollment in the Lifeline program.³⁰ Nexus will de-enroll subscribers who do not respond to the annual re-certification or fail to provide proof of continued eligibility in accordance with the procedures set forth in 47 C.F.R. § 54.405(e)(4).

III. NEXUS' COMPLIANCE WITH THE FORBEARANCE CONDITIONS RELATING TO PUBLIC SAFETY AND 911/E911 ACCESS

Nexus' practices comply with the 911/E911 access conditions set forth in paragraph 373 of the *Lifeline Reform Order*. Specifically, Nexus: (1) provides its Lifeline subscribers with 911/E911 access at the time Lifeline service is initiated, regardless of activation status and availability of minutes, and (2) provides its Lifeline subscribers with E911-compliant handsets and replaces, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services. Nexus' practices provide access to 911/E911 services to the extent that these services have been deployed by its underlying wireless carrier. Nexus commits to continue these practices going forward.

Nexus will provide its Lifeline subscribers with access to 911/E911 services immediately upon activation of service. The Commission and consumers are assured that all Nexus subscribers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911/E911 access will be available from Nexus handsets even if the account associated with the handset has no minutes remaining.

²⁹ *Lifeline Reform Order* at ¶ 130.

³⁰ *Id.* at ¶ 142.

Nexus' existing practices currently provide access to 911/E911 services for all subscribers. Nexus uses Verizon Wireless as its underlying network carrier. Verizon Wireless routes 911 calls from Nexus' subscribers in the same manner as 911 calls from Verizon Wireless' own retail subscribers. To the extent that Verizon Wireless is certified in a given PSAP territory, this 911 capability functions in the same manner for Nexus and its subscribers. Nexus also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended.

Nexus will ensure that all handsets used in connection with its Lifeline service offering will be E911-compliant. Indeed, Nexus' handsets have always been E911-compliant. All Nexus handsets undergo a thorough quality inspection by Nexus prior to being distributed to subscribers. All Nexus handsets are required to meet Nexus' handset specifications, which ensure that the handset models meet all E911 requirements. As a result, any existing Nexus subscriber that qualifies for and subsequently elects Lifeline service will already have an E911-compliant handset provided by Nexus. Additionally, any new subscriber that qualifies for and enrolls in Nexus' Lifeline program is assured of receiving an E911-compliant handset as well, free of charge.

IV. NEXUS' COMPLIANCE WITH THE COMMISSION'S MARKETING AND DISCLOSURE REQUIREMENTS FOR PARTICIPATION IN THE LIFELINE PROGRAM

Nexus has incorporated into its marketing materials for its Lifeline services, in clear, easily understood language: (1) that the service is supported by Lifeline, a government program; (2) that only eligible consumers may enroll in the program; (3) what documentation is necessary for enrollment; (4) that the benefit is limited to one per household and is non-transferrable; (5) that consumers who willfully make false statements in order to obtain the

benefit can be punished by fine or imprisonment or can be barred from the program.³¹ Nexus also discloses its name (the ETC) on all marketing materials.³² A representative sample of Nexus' revised marketing materials incorporating these disclosures is attached as Exhibit 2.

V. NEXUS' PROCEDURES AND EFFORTS TO PREVENT WASTE, FRAUD AND ABUSE IN CONNECTION WITH LIFELINE FUNDS

Nexus shares the Commission's commitment to minimize waste, fraud and abuse of Lifeline benefits. According, Nexus has implemented a variety of measures and procedures intended to prevent duplicate Lifeline benefits from being awarded to the same household or individual.

Prevention of Duplicates within Nexus' Subscriber Base. Lifeline applications to Nexus that are preliminarily deemed eligible are submitted to a data entry process, including verifying the address against the United States Postal Service database file of valid U.S. addresses. A Lifeline applicant's address, name, and the last four digits of his or her social security number are then queried against all of Nexus' active Lifeline subscribers (both wireline and wireless), in all states in which Nexus operates. If it is found that Nexus is already providing Lifeline service to the same subscriber or household, the application is rejected. Nexus commits to continuing these practices going forward.

Service Activation. Nexus ships handsets to qualified subscribers using FedEx's SmartPost delivery service and retains written confirmation that delivery was completed. Nexus does not seek reimbursement for Lifeline service for any subscriber until the subscriber activates the service, which may be done by taking such actions as dialing an outbound call.³³ Nexus will use the date of this first completed outbound call from its call records as the subscriber's

³¹ *Lifeline Reform Order* at ¶ 275; 47 C.F.R. § 54.405(c).

³² *Lifeline Reform Order* at ¶ 275; 47 C.F.R. § 54.405(d).

³³ Currently, the only form of activation that Nexus accepts is the placement of an outbound call.

effective start date for the purposes of determining the subscriber's enrollment date in the Lifeline program.

Non-Usage Policy. From the beginning of its wireless operations in 2009, Nexus voluntarily adopted a policy whereby a subscriber who has not used his or her handset within 60 days is de-enrolled from the Lifeline program (after a 30-day notice period). Upon de-enrollment, Nexus ceases seeking Lifeline reimbursements for that subscriber. Nexus' non-usage policy ensures that only subscribers who actually utilize their wireless service continue to receive Lifeline-subsidized service, and that Nexus only receives Lifeline support for those subscribers who remain enrolled in the program. Nexus commits to continuing this practice in conformance with the requirements of 47 C.F.R. § 54.405(e)(3).

Specifically, after 60 days of non-use,³⁴ Nexus provides notice to the subscriber that failure to use the Lifeline service or provide other confirmation to Nexus that the subscriber wishes to retain his or her Lifeline service within 30 days from the date of the de-enrollment notice will result in de-enrollment from the Lifeline program.³⁵ Nexus will not request further Lifeline reimbursement for any de-enrolled subscriber and Nexus will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.³⁶

De-Enrollment and Disconnection. Nexus subscribers may easily de-enroll from Lifeline or disconnect their service altogether. There is a link on the home page of Nexus' website www.reachoutmobile.com for de-enrollments and disconnections. This link permits subscribers to de-enroll from Lifeline and either subscribe to a non-Lifeline service or cancel

³⁴ Subscribers can "use" the service by: (1) completing an outbound call; (2) purchasing minutes from Nexus to add to the subscriber's plan; (3) answering an incoming call from a party other than Nexus; or (4) responding to a direct contact from Nexus confirming that the subscriber wants to continue receiving the service. 47 C.F.R. § 54.407(c)(2).

³⁵ 47 C.F.R. § 54.405(e)(3).

³⁶ 47 C.F.R. § 54.405(e)(3).

their service altogether. Subscribers may also de-enroll or disconnect their service by calling Nexus' customer service call center.

One Per Household Rule. Nexus has implemented policies and practices in accordance with the Commission's rules and the *Lifeline Reform Order* to ensure that it provides only one Lifeline service per household. As described above, Nexus has already implemented procedures to ensure that Nexus itself only provides one Lifeline service per household. When the National Lifeline Accountability Database becomes available, Nexus will fully comply with the requirements of 47 C.F.R. § 54.404 and utilize the database to determine if an applicant is currently receiving Lifeline benefits from another carrier or if another person residing at the applicant's residential address is receiving Lifeline benefits. Nexus also will retain the following data: the date Nexus queried the duplicates database; the date and information Nexus transmitted to the database; the date of transmission of updated subscriber information to the database; the date of transmission of subscriber de-enrollment to the database; the date and database upon which Nexus determined income-based eligibility; state Lifeline administrator documentation of subscriber eligibility, and subscriber's certification of eligibility; the notice of program-certification and subscriber self-certification, when performed by a state agency or state Lifeline administrator.

Nexus has also instructed its customer service representatives to explain the one-per-household requirement to prospective and existing subscribers, including explaining that the brands Safelink Wireless, Assurance Wireless, i-wireless, Stand-Up Wireless, Budget Mobile and TAG Mobile are Lifeline services. If Nexus has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, for example, due to a violation of the one-per-household rule, Nexus initiates its termination process in accordance with the procedures

set forth in 47 C.F.R. § 54.405(e)(1). Nexus will also maintain the results of each state administrator's certification efforts for each subscriber in that state where a state administrator or agency is responsible for re-certification and where a state has been unable to re-certify a subscriber, Nexus will keep the record and comply with the relevant de-enrollment procedures.

VI. CONCLUSION

Nexus submits that the foregoing Amended Compliance Plan fully satisfies the conditions set forth in the *Lifeline Reform Order*, the *Public Notice* and in the Commission's rules pertaining to Lifeline. Accordingly, Nexus respectfully requests expeditious approval of its pending ETC Petitions and this Amended Compliance Plan so that Nexus may continue to provide essential Lifeline service to eligible low-income subscribers in states where it currently operates and may provide eligible consumers Lifeline wireless service options in additional states. Nexus also requests expeditious approval of its Amended Compliance Plan because the company has filed an application to participate in the Commission's Lifeline Broadband Pilot Program.

Respectfully submitted,



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December 4, 2012

Exhibit 1

Lifeline Applications

Fax to: 1-877-870-9333 **Email to:** enroll@reachoutmobile.com or
Mail to: ReachOut Wireless, PO Box 247168, Columbus, OH 43224-7168



☐ 125 FREE Rollover Minutes ☐ 250 FREE Non-Rollover Minutes

LIFELINE APPLICATION

I certify that I participate in one of the following programs (check one):

- | | |
|--|--|
| <input type="checkbox"/> Food Stamps (SNAP) | <input type="checkbox"/> Medicaid |
| <input type="checkbox"/> Federal Public Housing Assistance (Section 8) | <input type="checkbox"/> Temporary Assistance to Needy Families (TANF) |
| <input type="checkbox"/> National School Lunch Free Lunch Program | <input type="checkbox"/> Supplemental Social Security (SSI) |
| <input type="checkbox"/> Low-Income Home Energy Assistance Program (LIHEAP) <i>If you wish to qualify based on income, a different form is required.</i> | |

You must provide documentation demonstrating your current participation in the program checked above.

Last Name: _____ First Name: _____ Middle Initial: _____

Last 4 digits of Soc. Security #: _____ Date of Birth: _____

Residential Address: _____ Apt. _____ City: _____ State: _____ Zip: _____

(no P.O. Box for res. address) This is my (check one): ☐ Permanent Address ☐ Temporary Address

If you move, you must update your residential address with ReachOut Wireless within 30 days

Billing Address (if different): _____ Apt. _____ City: _____ State: _____ Zip: _____

I certify that:

- ☐ I acknowledge that Lifeline is a government assistance program and that willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.
- ☐ I acknowledge that only Lifeline eligible consumers may enroll in the Lifeline Program.
- ☐ I acknowledge that only one Lifeline service is available per household, and that, to the best of my knowledge, no other person in my household is receiving a Lifeline service. (For purposes of Lifeline, a "household" is any individual or group of individuals who live together at the same address and share income and expenses.)
- ☐ I acknowledge that a household is not permitted to receive Lifeline benefits from multiple providers and that violation of this limitation constitutes a violation of the rules of the Federal Communications Commission and will result in de-enrollment from the Lifeline program. If I am participating in another Lifeline program at the time I apply for ReachOut Wireless Lifeline service, I agree to cancel that Lifeline service with any other provider.
- ☐ I acknowledge that Lifeline is non-transferable and that I may not transfer my benefit to any other person.
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- ☐ I will notify ReachOut Wireless within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline services, such as no longer participating in any of qualifying program, or if I or a member of my household receives another Lifeline benefit.
- ☐ I acknowledge that I may be required to re-certify to my continued eligibility for Lifeline at any time, and that my failure to re-certify will result in de-enrollment and termination of my Lifeline benefits.
- ☐ If I move to a new address, I will provide the new address to ReachOut Wireless within 30 days.
- ☐ If I provided a temporary address, I will be required to verify my temporary address every 90 days. *If I do not provide verification within 30 days, I will be de-enrolled from the Lifeline program.*
- ☐ I authorize Reachout Wireless to access any state or federal governmental records or database required to verify my statements herein and to confirm my continued eligibility for Lifeline and authorize social service agency representatives to discuss with and/or provide information to ReachOut Wireless verifying my participation in programs that qualify me for Lifeline. I also authorize ReachOut Wireless to release any records required for the administration of ReachOut Wireless's Lifeline program, including to the Universal Service Administrative Company (USAC), to be used in a Lifeline Program Database. I understand that the records are required to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service.
- ☐ I certify **penalty of perjury** that the information contained in this certification is true and correct to the best of my knowledge.

Applicant's Signature: _____

Date: _____

Customer Service 1 – 877 – 870 – 9444
www.reachoutmobile.com